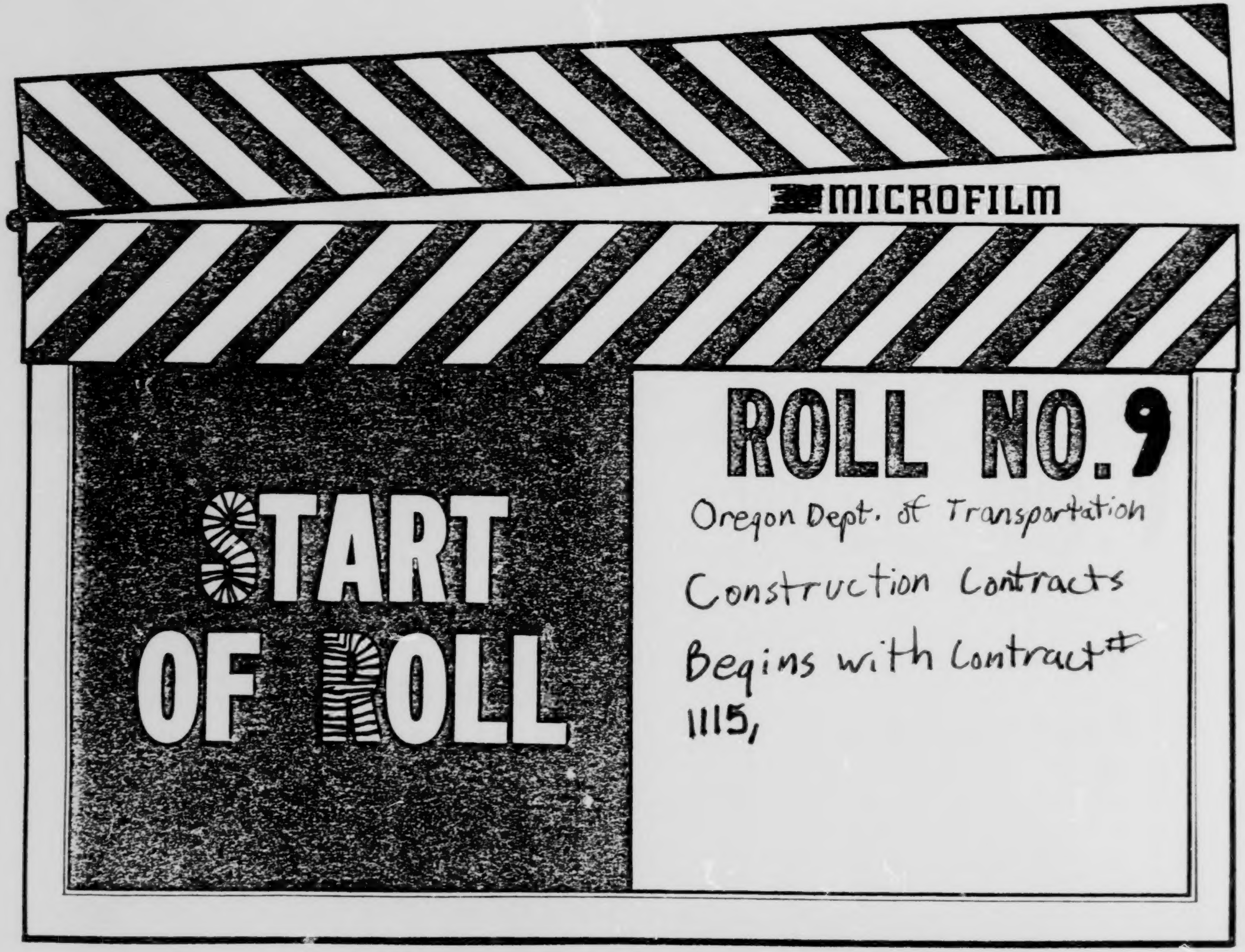

START OF ROLL

ROLL NO. 9

Oregon Dept. of Transportation

Construction Contracts

Begins with Contract #
1115,

CONTRACT# 1115

FR 82A Parkersburg Sec. 1929
Reopened
1115

PR#
82-A - 82-B and 109-B.

P. R. 82a.

April 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We refer now to your letters of September 30th, 1930, and February 9th, 1931, relative to Federal Aid Projects Nos. 82-A, 82-B and 109-B (Riverton-Bandon-South Section), in which letters you indicate that the eligibility of the projects for federal aid is questioned.

If we have correctly interpreted your letter, the grounds upon which the eligibility of the projects is questioned are as follows:

1. That a material (emulsified asphalt) not approved by your research department was used in the work, and that it was used without calling for competitive bids.

2. That the use of broken stone was abandoned and the contractor permitted to furnish crushed gravel instead, without the project having been readvertised to insure that crushed gravel could not have been obtained at a lower cost.

3. That the contractor was permitted to assign his contract to another contractor.

4. That the prior approval of the Bureau to the assignment of the contract and to the change from broken stone to crushed gravel was not obtained.

As we understand your position in the matter, no question is raised as to the necessity for making the change in plans which is involved. Your engineers are cognizant of the fact that the rock from which the broken stone was to have been produced was found to be of such nature that the cost of drilling it for shooting was absolutely prohibitive, and, also, of the fact that no other rock of suitable quality is available in the vicinity. We, therefore, assume that no further comment or supporting data are necessary in regard to that feature. In case, however, you do question the necessity for making the change from broken stone to crushed gravel, please give us an opportunity to provide you with complete details.

Taking up Item No. 1 of the numbered items above, let us state that the emulsified asphalt used on the project was used in a temporary surface treatment applied as a detail of maintenance to preserve the surfacing until such time as the bituminous macadam wearing surface which is called for by the plans, can be constructed. We believe that you are under the impression that the emulsified asphalt was used in the construction of bituminous macadam wearing surface, but that is not the case, as none of the bituminous macadam wearing surface has as yet been constructed. When the wearing surface is constructed, it will be constructed in complete accord with the approved specifications.

In view of the facts stated in the above paragraph, and in view of the fact that the temporary surface treatment in connection with which the emulsified asphalt was used, was a maintenance operation performed at the sole expense of the State, we do not believe that either the use of the emulsified asphalt, or the fact that it was purchased without the formality of requesting competitive bids, constitutes a violation of any of the Bureau's regulations. While we are discussing this item, however, we wish to mention the fact that although your research department had not, at the time this surface treatment was applied, approved the use of emulsified asphalt on federal aid projects, that department has since given its approval to the use of that material. We wish also to state for your information, that although we did not call for competitive bids on the emulsified asphalt, we ascertained to our own satisfaction that, because of the lack of storage facilities, no other manufacturer of emulsified asphalt could possibly compete with the price which we obtained; that the price paid was no higher than was being paid by the State of California under competitive bidding; and that, at the price paid, the use of emulsified asphalt was very considerably cheaper than the use of either asphalt or road oil, neither of which could have been brought in by water shipment due to their manufacturers not having storage facilities at Bandon.

Taking up Item No. 2, we wish to present the events and circumstances that lead to the arrangements finally made whereby the contractor was permitted to furnish crushed gravel instead of crushed rock.

After bids for the resurfacing and rock production work had been duly received, and, after the contract had been duly awarded, it developed that the source of rock which had been specified as the source from which the contractor was to produce the surfacing materials was an impractical and unsuitable source. The contractor came to us and asked to be relieved of his contract. This request was refused, and the contractor was told that if a practicable source of suitable materials could be provided, we would hold him to his contract. After several weeks of prospecting and investigation, we were forced to conclude that suitable rock was not obtainable in the vicinity, and it was found that the nearest source of suitable gravel was the Umpqua River at Reedsport, approximately fifty miles north of the project. The use of material from that source, however, required train haul from Reedsport to Coquille, barge haul from Coquille to points near Riverton and Bandon and truck haul from these points to the job. The cost of this transportation and the cost of the handling and rehandling involved, when added to the cost of the gravel, brought the cost to an amount considerably in excess of the bid price, and it appeared that we would be forced to release the contractor. The possibility of securing a reduction in freight rates then occurred to us, and after much negotiation the railway company was induced to reduce its rate from 4 cents per cwt. to 2½ cents per cwt., the reduction amounting to approximately forty cents per cubic yard. This reduction combined with a favorable quotation obtained from a gravel producer who already had a gravel plant in operation at the proposed source, brought our estimates of cost to a point where it appeared that the work could be done at the contract prices with some profit, our estimates being as follows:

	Item	Estimated Cost per Cu. Yd. Resurfacing Materials	 Stock Pile Materials
1.	Crushing gravel on bar	$0.50	$0.50
2.	Towing barge from bar to Reedsport	0.10	0.10
3.	Transfer barge to R. R. car	0.10	0.10
4.	Freight, Reedsport to Coquille	0.75	0.75
5.	Transfer R. R. car to barge	0.15	0.15
6.	Barge rental and cost of moving barges	0.16	0.17
7.	Towing barges on Coquille River	0.17	0.17
8.	Transfer from barge to truck	0.15	0.15
9.	Truck Haul	0.38	0.17
10.	Street work or stock pile	0.15	0.10
11.	Bond and insurance	0.05	0.05
12.	Overhead	0.10	0.10
13.	Office	0.05	0.05
	Totals	$2.81	$2.55

Our estimates of the amounts to be paid to the contractor were as follows:

	Amounts per Cu. Yd. Resurfacing Materials	Amounts per Cu. Yd. Stock Pile Materials
1. Hauling	$1.09	$0.75
2. Furnishing, placing and other expense	2.24	2.20
	$3.33	$2.95

These preliminary estimates indicated that the profit to the contractor would be $0.52 per cubic yard (18.5 per cent) on the resurfacing materials, and $0.40 per cubic yard (15.7 per cent) on the stock pile materials. It will be noted, however, that in these estimates no allowances were made for the installation of crushing plant, erection of bunkers, rental of grounds and other incidental expense which would have had to be figured into the bid of any competing bidder, and which would have reduced the anticipated profit at least $0.15 per cubic yard. Furthermore, the contractor contended that our estimates of cost were too low by at least ten cents per cubic yard, and his contention has since been borne out by competive bids later received on crushed gravel from the same source, the details of which competitive bids will be gone into further in another paragraph.

Having before us the foregoing estimates and having reason to believe that the special rate which we had secured from the railway company would be withdrawn if a new deal were to be made, as would have been the case if the project were readvertised, we were convinced that a readvertisement of the project would result in higher prices. We, therefore, considered it to be to the best interest of the State to proceed on the basis of the original bid, including in the contract such supplemental provisions as were made necessary by the changed conditions.

As a general proposition, a change in contract whereby crushed gravel is furnished in lieu of broken stone, is undesirable and objectionable, but such is not always the case. We believe that your own experience in connection with forest highway projects will bear out our statement that changes of that kind are frequently necessary, and that they very often operate to greater advantage to the public interest than would readvertisements for bids. It is our belief that the present case is an instance of this kind.

That the contract price was lower than we could have expected to receive had the project been readvertised was proved quite conclusively by the bids received only a few months later on a state project in the same vicinity. The project referred to was a resurfacing and stockpiling project for the section of the Roosevelt Coast Highway which is between Lakeside and

North Bend. The materials for this project came from the same source as did the materials for the Riverton-Bandon-South Project. The specifications were comparable in all respects. The rail haul was less than half as long, the truck haul was only about one-half mile greater, no barge haul with its attendant extra handling expense was required, yet the low bid for the materials delivered figured only fourteen cents per cubic yard less than the contract cost of the materials furnished for the Riverton-Bandon-South Project. This very concrete evidence satisfies us that the prices paid for the Riverton-Bandon-South Project were not only reasonable, but were from fifty to sixty cents per yard lower than we could have expected to receive had the project been readvertised, the saving being due to our having been in a better position to negotiate a reduction in freight rates and a close price on production, than would have been the case had the work been readvertised.

Having shown that in allowing or in requiring the contractor to furnish crushed gravel at his contract price for broken stone, we were acting advisedly and in a manner insuring economy and efficiency in the expenditure of money, we will take up the matter of the assignment of the contract.

The assignment of the contract is a matter which came up after the decision had been made to require the contractor to perform the work using crushed gravel instead of broken stone. It came about, due to the fact that the only way the contractor could hope to make a profit at the contract prices was for him to subcontract the gravel production work to F. J. Kernan, a local contractor and gravel producer who already had a plant in operation at the location from which the gravel had to be obtained. The contractor finally concluded that he would subcontract the entire project to Kernan, and while the subcontracting of entire projects has in a few instances been permitted by the Highway Commission, the Commission usually prefers to have the contractor make an assignment of his contract in order that the Commission's dealings may be direct with the party who is actually performing the work. In this instance, the Commission felt that the assignment of the contract not only had the advantage of eliminating an intermediary party, but also had the advantage of placing the contract in stronger hands. Therefore, with the approval of the State's Attorney General, the assignment of the contract was agreed to and required, and the contract was drawn directly with F. J. Kernan.

The practice of allowing contractors on federal aid work to subcontract the work is very common practice, and as an assignment of contract is little, if any, different in principle than subcontracting, there appears to us to be no valid reason for permitting the one and not the other. Certainly, in this particular instance, it cannot be contended that the assignment has been in any way objectionable or disadvantageous to either the State or the Federal Government.

We believe that the foregoing information will satisfy you that every action that has been taken in connection with the project, including the placing of the temporary emulsified asphalt treatment, the change from broken stone to crushed rock and the assignment of the contract, has operated to the advantage and best interest of the State, that none of them violate any rule or regulation of your Bureau, and that if the actions had been referred to you in advance, as they should have been, they would have received your approval. If this is the case, there remains but one ground on which federal aid can be denied, that ground being that the actions were taken without our first having obtained your approval.

We admit that we were very seriously at fault in not taking these matters up with you in advance, and we know that our failure to do so constitutes a violation of the Bureau's regulations. However, our failure to request your approval was an entirely unintentional oversight, and we feel that in denying us federal aid you are inflicting a penalty that is more severe than the infraction warrants. Can we not, therefore, expect you to exercise your discretionay powers to the extent of allowing us the usual prorata of federal aid with the understanding that it establishes no precedent and that similar occurrences in the future will not be so dealt with.

It is of particular importance to our state at the present time that this federal aid be allowed, owing to the fact that we are finding it very difficult to finance a sufficiently large program to enable us to take up the state's allotments of emergency funds. Favorable action on our request will, therefore, be doubly appreciated.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Mr. R. A. Klein:

With reference to the attached communication relative to the Riverton-Bandon-South section of the Oregon Coast Highway and with particular reference to the change from rock to gravel and the use of emulsified asphalt on this project, will make the following suggestions with reference to this project:

On Page 2, Paragraph 2, I would recommend the following changes:

"The change from broken stone to crushed gravel was made necessary, as you know, by the fact that the rock from which the broken stone was to be manufactured was found to be too hard to drill by any practical means. After the contractor had tried various methods without success, large boulders of this stone were moved by truck from Bandon to Portland and turned over to the various representatives of steel drill manufacturers but they were unable to make any showing under the most modern methods and with the best steel available. The rock in question was a glaucophane-schist without cleavage and contain~~ing~~ed garnet crystals. ~~In some cases the garnet appeared from round reddish to purplish crystals and~~ Undoubtedly the difficulty in drilling was further enhanced by the appearance of the garnet crystals.

"After we had satisfied ourselves that the contractor was correct in his assertion that this material could not be economically drilled, we made an intensive investigation of all the possible sources of rock materials in this vicinity. We had as a guide the Coos and Portland Orford geological folios which we found to be very complete and correct in every respect. This map indicated small outcrops of basalt four or fives miles south of Bandon which we investigated carefully and found that the requisite quantities could not be obtained. We made a thorough search up Bear Creek but found, ~~that~~ as the geological folio indicated, there was nothing but soft sandstone outcropping in this vicinity. In several places the geological map indicated the presence of a conglomerate known as the Myrtle formation ~~which were~~ similar to the deposit that we ~~had~~ have used in the Coquille Canyon. ~~This~~ The deposit in Coquille Canyon has been metamorphosed by a fault so that it is very good road building materials. We are unable to find any conglomerate~~s~~ of suitable quanitity or quality in this vicinity.

"We also considered the rock from the Norway quarry. However, the basalt in this vicinity is badly decomposed and in generaly is not suitable for road building purposes. We spent about two weeks in this search and we are sure that we covered the country thoroughly. We are positive that there is no other known source of suitable rock within any reasonable hauling distance. These facts were recognized and admitted by your representative and therefore, the change in these specifications can not be questioned."

"I also believe that we should make a statement on page 3 at the bottom of the tabulation of the estimated cost as to the actual cost including the haul that the State paid. The actual cost of the material on the road average $3.26 and the material in the pile averaged $2.99 which gave an average profit of 16½ per cent on the project which would seem just and reasonable.

In the next paragraph, I think we should mention the price paid on the Lakeside-North road project [illegible] on the road which was $3.06 truck as opposed to the $3.26 price which was paid on the Riverton-Bandon-South. The actual truck haul from the unloading points to the road averaged approximately 2.7 miles. I will list below a tabulation of the costs of each [illegible] pertaining to the delivery of the material on the road.

#3

Engineer's Estimate of Cost

Riverton-Bandon-South as given above

Lakeside - North Bend

Item	Cost per cubic yard Resurfacing materials
1. Crushing	0.50
2. Towing Barge from bar to Reedsport	.10
3. Transfer barge to railroad car	.10
4. Freight Reedsport to Hauser & Lakeside	.75
5. Transfer Freight cars to trucks	.15
6. Truck haul	.43
7. Street work including rolling	.30
8. Bond & insurance	.05
9. Overhead	.10
10. General Office	.05
	2.53
Plus 15% profit	.38
	2.91
Low Bid	3.06 or 21% profit

On the fourth page there seems to be some ambiguity with reference to the bituminous macadam. There was no bituminous macadam placed on the Riverton-Bandon-South section, simple a preliminary oil treatment using emulsified asphalt. In consequence I believe we should advise them of this fact and assume all charges with reference to the preliminary oil treatment but request consideration for the construction of the bituminous macadam wearing surface using the gravel now in stock pile and such specification for oil or emulsified oil as they approve at such time as the job is presented. Inasmuch as you have mentioned the Denmark - Port Orford project, advise that we built a bituminous macadam from ~~west~~ Sixes River to Port Orford, a distance of 5.6 miles but did not constructi~~on~~ the bituminous macadam north therefrom. ~~for the remainder of the pro~~ject. In view of the circumstances under which we were denied federal aid on the bituminous macadam on account of the change to emulsified asphalt without prior approval, we would not expect federal aid on that portion ofthe Port Orford - Denmark job now constructed but will request federal aid on the remaining 5.6 miles involved.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

February 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 12, 1930, relative to Oregon F. A. P. No. 82-A, 82-B, and 109-B, at which time we requested an early reply.

While from the information we have it seemed probable that these projects might be disapproved for Federal Aid, due to the methods used in contracting this work, it was felt that the State should be given opportunity to explain its action. From the delay in answering our letter, are we to assume that you desire to withdraw these projects? If so, we should be promptly so advised.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Riverton Bandon Projects

VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
~~[illegible]~~
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

October
15th
1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Office

Re: Riverton Bandon project.

Dear Sir:

The Bureau questions our statement in their communication of September 12 regarding the supplementary special provisions in the effect that "it having been ascertained that the furnishing of crushed gravel in lieu of broken stone on the basis proposed will not result in the contractor's obtaining an unfair or excessive profit" will refer you to our estimate of the cost of performing this work made on December 13, 1929 which discloses that according to our analysis, the contractor would have a profit of 15.7%. The contractor's own figures are as follows:

Crushed gravel F.O.B. car Reedsport	.80	
Freight Reedsport to Coquille	.75	67 cost
Unloading Coquille to barge	.15	
Barge rental and towing	.33	
Unloading barge to trucks	.15	
Hauling	.38	
Street work	.20	
Overhead, office, bond and insurance	.15	
	2.91	
Price he would receive	3.25	
Profit equals 11.7%	.34	

Yours truly,

R H Baldock

R. H. B-LDOCK
Assistant State Highway Engineer

RHB/er

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 12, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Projects, Nos. 82-A, 82-B and 109-B. Present information indicates these projects may be disapproved and information in this office concerning several matters is very incomplete.

The assignment and award of contract for use of material entirely different from that required by the specifications and project agreement should be justified, as there is a question as to the justice to other contractors in not readvertising when such a change as this seems desirable.

While the approval of the Attorney General is given to the procedure followed, the question of establishment of prices to secure economy and efficiency is raised. On page 1 of the Supplementary special provisions the following language is used: "it having been ascertained that the furnishing of crushed gravel in lieu of broken stone on the basis proposed will not result in the contractor's obtaining an unfair or excessive profit." Information as to the justification of this statement is desired.

Bids for this work were received on August 29, 1929 and inquiry was made on several different occasions as to the status of this contract and not until February 11, 1930 were we advised that the work was to be assigned to Mr. Kernan, and even then no mention was made as to the change in specifications. However, in the specifications is an abstract from the minutes of the State Highway Commission meeting of December 13, 1929, approving the assignment of the contract and also the substitution of crushed gravel for crushed rock.

It is also noted that the specifications were not adhered to and that emulsified asphalt was used instead of oil and we are unable to find a request for this change prior to its use.

In this connection, in the use of emulsified asphalt it will be necessary to obtain prior approval from our Regional Office; or until the Research Committee has established its conclusions as to the use of this material in the several types of bituminous construction.

On the projects under discussion, it was noted that the revised insert sheet provides for a 1 1/2 inch scalping screen, but in view of the fact that there is a chance for obtaining considerable uncrushed particles a larger scalping screen would seem desirable, also no scalping is required for Grades A and B, which are to be used in the multiple lift bituminous construction. It is presumed that the maximum size was reduced from 2 1/2" to 2" due to the size of material in the bar. It is noted 50% of fractured faces is required in all grades and would appreciate advice as to the steps taken to see that this requirement is fulfilled.

In order that the status of these projects may be determined as soon as possible, an early reply would be appreciated.

Yours very truly,

W H Lynch

W. H. Lynch
District Engineer

PR 82a

January 24, 1931

United States Fidelity & Guaranty Co.
C. G. Price, agent
Porter Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway contract no. 1115 for the construction of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County, has been completed by the contractor, F. J. Kernan and that final settlement will be made by the State for work done on this contract on or after Feb. 3rd.

The State has been advised of the following claims against this contract:

I. L. Bingham, $347.91 for hauling; J. D. Mitchell, $1,813.62 for labor.

You are advised that the State assumes no responsibility for either of the above claims or any other claims which may be filed against this contract.

For your information we wish to advise that the total amount paid to the contractor in connection with this work andwhich will include the final payment, will be $118,609.95. Of this amount $208.44 was for force account work. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

Dict. by J. McFarland/S

1

6

#1115
6PM

PR82a

January 6, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 2nd instant in which you inclose three certified copies of the claim of J. D. Mitchell for labor furnished in the sum of $1815.62 in connection with F. J. Kernan's contract for the resurfacing of the Riverton-Bandon south Section of the Roosevelt Coast Highway in Coos County.

We are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

EW

January 6, 1931

United States Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a copy of the notice of the claim of J. D. Mitchell for labor furnished in the sum of $1813.62 in connection with Frank J. Kernan's contract for the resurfacing of the Riverton-Bandon south section of the Roosevelt Coast Highway in Coos County, state highway contract #1115.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.
cc
F. J. Kernan
Reedsport, Oregon

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

JAN 6 1931
OREGON
STATE HIGHWAY COMMISSION

January 2, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from George S. Shepherd, Attorney, Portland, Oregon, and filed as of this date a notice of claim by J. D. Mitchell for labor furnished in the sum of $1813.62 against the bond taken from Frank Kernan, principal, and U. S. Fidelity Company, surety, for work on the Coquille River.

We are enclosing herewith a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

NOTICE IS HEREBY GIVEN that the undersigned, J. D. Mitchell, has a claim for labor performed and furnished in the sum of $5108.12 against the bond taken from Frank Kernan and United States Fidelity Company, his surety, for the work of towing gravel barges on the Coquille River, and in towing derrick and pile driver, and shifting hoppers, and pulling snags at Cedar Point on the Coquille River, all in Coos County, Oregon, by means of tow boats operated by claimant:

1930			
Apr. 29 to June 10	To towing 15646 Cu. yds. gravel and other road material at agreed price of 10¢ per cu. yd.	$1564.00	
June 10 to Oct. 15	To towing 24233 cu. yds. gravel and other road material at agreed price of 14¢ per cu. yd.	3392.62	
Apr. 25	To towing Digger & Driver from Bandon to 1st set up	15.00	
May 21	To shifting barge & Hopper from 1st set up to second set set up		
22	To towing derrick & sheer-logs from 1st setup to second set up		
22	To moving scows at landing	27.50	
30	To towing barge #2 with hopper from second set up to 1st set up	22.50	
June 8	To towing derrick and sheer-logs from 1st set up to second set up	22.50	
July 1	To towing derrick & barge #1 with hopper from second set up to Bandon	25.00	
Aug. 8	To trip from Bandon to Coquille by F. E. Drane and tow-boat	20.00	
18	To towing by F. E. Drane and tow-boat	4.00	
May 1[illegible]	To pulling snags at Cedar Point on Coquille River	10.00	
Apr. 30	To towing driver from 1st set up to Coquille Bridge	5.00	
		$5108.12	$5108.12

That said labor was all performed pursuant to agreement with Frank Kernan and was performed on his contract with the State Highway Commission for the prosecution and completion of certain construction on Roosevelt Highway between Bandon and Coquille in Coos County, Oregon.

That said contractor, Frank Kernan, has failed to pay any of the foregoing amounts due this claimant for said labor except as follows:

1930			
June 15-16	Credit for gas and oil	$ 50.92	
August 16 to Sept.	Credit for gas and oil	70.31	
June 5	Cash	460.02	
July 2	Cash	868.96	
August 8	Cash	601.29	
	Paid F. E. Drane	788.00	
Dec. [illegible]6	Paid F. E. Drane	455.00	
		$3294.50	$3294.50
	Balance due this day - - - - - - - - - - - - - - - -		$1813.62

Dated this 31st day of December, 1930.

J. D. MITCHELL
Claimant.

STATE OF OREGON }
County of Multnomah. } SS.

I, J. D. MITCHELL, being first duly sworn, depose and say: That the foregoing statement, showing that there is still due me $1813.62, is true as I verily believe.

J. D. MITCHELL

Subscribed and sworn to before me this 31st day of December, 1930.

GEO. S. SHEPHERD
Notary Public for Oregon.
My commission expires: Oct. 21, 1932.

(SEAL)

Claim of J. D. Mitchell against Frank Kernan and United States Fidelity Co.

Endorsed: File No. 8[illegible]0
Filed January 2, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. D. Mitchell for labor furnished in the sum of $1813.62 against the bond taken from Frank Kernan as principal, and United States Fidelity Company, surety, for work performed on the Coquille River, Coos County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 2, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of January, A. D. 1931.

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. D. Mitchell for labor furnished in the sum of $1813.62 against the bond taken from Frank Kernan as principal, and United States Fidelity Company, surety, for work performed on the Coquille River, Coos County, Oregon, with the original notice of claim filed in the office of the Secretary of State on January 2, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of January, A. D. 1931.

Hal E. Hoss

Secretary of State

#1115

68?n

PR82a

January 3, 1931

United States Fidelity & Guaranty Company
C. O. Price, Manager
Porter Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by Mr. F. J. Kernan in connection with the contract awarded him by the State Highway Commission for the construction of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County, that we have today received information from Mr. George S. Shepherd, an attorney of Portland, to the effect that a client of his by the name of J. D. Mitchell has a claim against Mr. Kernan in the sum of $1813.62 for services rendered Mr. Kernan in connection with the above project.

This information is given you as you appear as surety on the bond furnished by Mr. Kernan in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:S

cc Mr. F. J. Kernan

January 3, 1932

Mr. George S. Shepherd
725 Failing Building
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 31st ultimo in which is enclosed notice of the claim of J. D. Mitchell against Frank Kernan, being in the sum of $1813.62 for services rendered Mr. Kernan in connection with the contract awarded to him by the State Highway Commission for the construction of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County.

In connection with this contract Mr. Kernan furnished a bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the United States Fidelity and Guaranty Company and is offered as your protection. We presume that you have taken the matter up with the surety company. If you have not done so then we would suggest that this be done and also that notice be filed with the Secretary of State, in accordance with the statutes governing such matters. The agent of the surety company has offices in the Porter Building, Portland, Oregon

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

PROCTOR IN ADMIRALTY

LAW OFFICE OF
GEORGE S. SHEPHERD
725 FAILING BUILDING
PORTLAND, OREGON

December 31, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I enclose you copy of claim of J. D. Mitchell for labor under the contract of Frank Kernan with the State Highway Commission and his surety, United States Fidelity & Guaranty Co.

You will note that the amount unpaid is $1813.62.

Very truly yours,

Geo S Shepherd

GEO. S. SHEPHERD.

GSS:GM

ANSWERED
H. B. G.

NOTICE IS HEREBY GIVEN that the undersigned, J. D. Mitchell, has a claim for labor performed and furnished in the sum of $5108.12 against the bond taken from Frank Kernan and United States Fidelity Company, his surety, for the work of towing gravel barges on the Coquille River, and in towing derrick and pile driver, and shifting hoppers, and pulling snags at Cedar Point on the Coquille River, all in Coos County, Oregon, by means of tow boats operated by claimant:

1930			
Apr. 29 to June 10	To towing 15646 cu. yds. gravel and other road material at agreed price of 10¢ per cu. yd.	$1564.00	
June 16 to Oct. 15	To towing 24233 cu. yds. gravel and other road material at agreed price of 14¢ per cu. yd.	3392.62	
Apr. 23	To towing Digger & Driver from Bandon to 1st set up	15.00	
May 21	To shifting barge & hopper from 1st set up to second set set up)		
22	To towing derrick & sheer-logs from 1st set up to second set up)		
22	To moving scows at landing)	27.50	
30	To towing barge #2 with hopper from second set up to 1st set up	22.50	
June 8	To towing derrick and sheer-logs from 1st set up to second set up	22.50	
July 1	To towing derrick & barge #1 with hopper from second set up to Bandon	25.00	
Aug. 9	To trip from Bandon to Coquille by F. E. Drane and tow-boat	20.00	
18	To towing by F. E. Drane and tow-boat	4.00	
May 10	To pulling snags at Cedar Point on Coquille River	10.00	
Apr. 30	To towing driver from 1st set up to Coquille Bridge	5.00	
		$5108.12	$5108.12

That said labor was all performed pursuant to agreement with Frank Kernan and was performed on his contract with the State Highway Commission for the prosecution and completion of certain construction on Roosevelt Highway between Bandon and Coquille in Coos County, Oregon.

That said contractor, Frank Kernan, has failed to pay any of the foregoing amounts due this claimant for said labor except as follows:

1930			
June 15-16	Credit for gas and oil	$ 50.92	
August 16 to Sept.16	Credit for gas and oil	70.31	
June 5	Cash	460.02	
July 2	Cash	868.96	
August 6	Cash	601.29	
	Paid F. E. Drane	788.00	
Dec. 26	Paid F. E. Drane	455.00	
		$3294.50	$3294.50
	Balance due this day - - - - - - - - -		$1813.62

NOTICE IS HEREBY GIVEN that the undersigned, J. D. Mitchell, has a claim for labor performed and furnished in the sum of $5108.12 against the bond taken from Frank Kernan and United States Fidelity Company, his surety, for the work of towing gravel barges on the Coquille River, and in towing derrick and pile driver, and shifting hoppers, and pulling snags at Cedar Point on the Coquille River, all in Coos County, Oregon, by means of tow boats operated by claimant:

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22	To towing derrick & sheer-logs from 1st set up to second set up)		
22	To moving scows at landing)	27.50	
30	To towing barge #2 with hopper from second set up to 1st set up	22.50	
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May 10	To pulling snags at Cedar Point on Coquille River	10.00	
Apr. 30	To towing driver from 1st set up to Coquille Bridge	5.00	
		$5108.12	$5108.12

That said labor was all performed pursuant to agreement with Frank Kernan and was performed on his contract with the State Highway Commission for the prosecution and completion of certain construction on Roosevelt Highway between Bandon and Coquille in Coos County, Oregon.

That said contractor, Frank Kernan, has failed to pay any of the foregoing amounts due this claimant for said labor except as follows:

1930			
June 15-16	Credit for gas and oil	$ 50.92	
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August 6	Cash	601.29	
	Paid F. E. Drane	788.00	
Dec. 26	Paid F. E. Drane	455.00	
		$3294.50	$3294.50
	Balance due this day - - - - - - - - -		$1813.62

Dated this 31st day of December, 1930.

Sig J D Mitchell
Claimant.

#1111
6PM

STATE OF OREGON)
) ss.
County of Multnomah.)

I, J. D. MITCHELL, being first duly sworn, depose and say: That the foregoing statement, showing that there is still due me $1813.62, is true as I verily believe.

(Sig) J D Mitchell

Subscribed and sworn to before me this 31st day of December, 1930.

(Seal)

Sig) Geo F Shepherd
Notary Public for Oregon.
My commission expires: Oct. 21, 1932.

#111
6PM

PR 82a

December 24, 1930

United States Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

This letter is to inform you as surety on the bond furnished in connection with the contract for the resurfacing of the Riverton-Bandon south section of the Roosevelt Coast Highway that we have today received a letter from Mr. I. G. Bingham of Myrtle Point, Oregon in which he states that Mr. Kernan is indebted to him in the sum of $347.91 for services rendered Mr. Kernan by way of hauling clay filler material for this work.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc F. M. Kernan
Reedsport, Oregon

December 24, 1930

Mr. I. G. Bingham
Myrtle Point, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 22nd instant in which you advise us of your claim in the sum of $ 347.91 against F. J. Kernan being for services rendered Mr. Kernan in connection with his contract for the resurfacing of the Riverton-Bandon south section of the Roosevelt Coast Highway in Coos County.

In connection with all State Highway Contract the successful bidder is required to furnish the State with a surety bond for the protection of labor and materialsclaims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Mr. Kernan in connection with his contract and this bond is offered to you for your protection.

In the event that you do not secure the satisfaction of your claim from Mr. Kernan it is our suggestion that you take the matter up with the surety on the bond. This particular bond was written by the United States Fidelity & Guaranty Company for whom C. G. Price is local agent with offices in the Porter Building, Portland, Oregon. Should you fail to scure satisfaction by so doing then you will have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws. We are returning to you herewith your letter of October 9th addressed to Mr. Kernan.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

Myrtle Point, Ore.
Dec. 22, 1930.

te Highway Commission,
Salem, Oregon:-

Dear Sirs:-

I am enclosing statement for money due me on Riverton-Bandon resurfacing highway job awarded to F. J. Kernan last April.

ANSWERED
H. B. G.

Through advice of state engineer I am sending bill in before the first of the year. This bill is remainder due me for hauling clay filler.

Balance due is $347.91. All wages, labor, gas, etc. on this job are paid on my part of it.

I am enclosing letter which I wrote Kernan on October 9, in order that you know the amount due me is correct, O.K'd by L. Kernan.

Yours Truly
Myrtle Point Ore. I. G. Bingham

#1115

Coos Co

PR 82a

PORTLAND 104 8-5-30 SM

R. HOWARD BLAND, PRESIDENT.

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING

PORTLAND, OREGON

December 10th, 1930.

DEC 11 [illegible]

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: #39-12-2319-29 - F. J. Kernan

The above bond executed on December 19th, 1929, covers contract for the improvement of the Riverton-Bandon South Section of the Roosevelt Coast Highway in Coos County, Oregon.

We are enclosing our form inquiry which we kindly ask you to complete and return to us as promptly as possible, showing the present status of this contract.

Thanking you for your attention to this matter, we remain,

Yours very truly,

C. O. Price
Manager.

CS-

Pd to Nov. 15, - $110,248.42
Rtd - $10,860.15 - 71, Out, $208.44

Riverton-Bandon-Smith Resurfacing

PR 820

December 8, 1930.

Mr. F. J. Kernan,
Reedsport, Oregon.

Dear Sir:

In reply to your letter of December 11th, this will advise that the freight deduction in the amount of $1,956.00 which was made in connection with the last monthly estimate for the Riverton-Bandon Project does not entirely complete the freight deductions for that job.

The freight has not yet all been paid and we cannot at this time inform you as to what the total amount of the deductions for freight will be.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:KR

NIGHT PHONE 971

F. J. KERNAN
GENERAL CONTRACTOR
REEDSPORT, OREGON

Dec. 11, 1930.

OREGON

Oregon State Highway Commission,
Salem, Ore.

Gentlemen:

Referring to your invoice under date of Dec. 3d for freight deducted from my Riverton-Bandon project. This invoice is in the amount of $1956.

Please advise me if this concludes freight deductions on this job or if more deductions are to be made for freight.

Very truly yours

F.J. KERNAN
DK

FJK:DK

Riverton-Bandon-South
Resurfacing

PR 82a

December 5, 1930.

Mr. Paul Van Scoy,
Resident Engineer,
State Highway Department,
Coquille, Oregon.

Dear Sir:

We do not find any freight bills against which to check our records of freight to be deducted from F. J. Kamman's estimate on Contract 1118, in the package of records which you submitted. Will you please prepare a list of these freight bills, showing the car numbers, dates, weights and amounts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

cc to W. E. Chandler

PR 82a

December 1, 1930.

Mr. W. E. Chandler,
Division Engineer,
Oregon State Highway Dept.,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 26th, transmitting demurrage bills on gravel shipments made in connection with the Riverton-Bandon South Project.

These bills will be paid by the State and corresponding deductions will be made from the contractor's estimates. Mr. Kern was wrong in thinking that this demurrage expense will be borne by the State, as liability for this expense is definitely placed on the contractor by clause No. 6 on sheet No. 3 of the supplemental provisions of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:EM

cc to Paul Van Scoy

1000 1-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

November 26th
1930

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

Herewith copy of letter from Paul Van Scoy which contains a copy of letter he received from F. J. Kernan. I am also inclosing our approved copies of demurrage bills on gravel shipments of Mr. Kernan. It is the intention in approving these bills that they be recharged to Mr. Kernan along with the railroad freight bills. They are not approved with the idea that the State is responsible for the demurrage.

I can see no reason why the State should pay this demurrage as seems to be the idea of Mr. Kernan and would not approve such a charge.

Yours truly,

Division Engr.

WEC/F
Inc.

Bills handed to
Hollenberg.

SHP

COPY

Coquille, Ore.
November 25th, 1930.

Mr. W. E. Chandler
Grants Pass, Ore.

Dear Sir:-

I am enclosing some demurrage bills from the Southern Pacific Company in connection with the Riverton-Bandon-South job, F. J. Kernan.

We have had enough records to check this roughly but we sent the bills to Mr. Kernan so that he could check them. When we received the bills again from Mr. Kernan, he sent the following letter:

> "Mr. Paul Van Scoy
> Resident Engr.
> Coquille, Ore.
>
> Dear Sir:-
>
> As per your request of November 18th, 1930, I am returning herewith demurrage claims from the S. P. Co. Without passing on the validity of these claims, may we insist that they be considered separately and apart from freight bills to be deducted by the State. On the Eugene oiling project, the State did not retain any of our estimate money for the payment of demurrage charges.
>
> F. J. Kernan, by L. Lynn."

I wrote Mr. Kernan that I could do nothing but send the bills to Salem and that he had better take it up with the Salem office for I knew nothing about it. I suppose it might be well to send a copy of Mr. Kernan's letter in with the bills. We have enough records to show that the demurrage is not excessive.

Respoctfully,

(Signed) Paul Van Scoy
Resident Engr.

#1115 - 6PM

Pt 12a

[illegible]

November 26, 1930.

Moore Mill and Lumber Co.,
Bandon, Ore.

Gentlemen:

I am sorry to think you were so hasty in turning my bill in to the State of Oregon who in turn notified my bonding company. I have today received copy of bill you mailed to the State of Oregon, Highway Department, at Salem, Oregon.

I had asked Mr. VanScoy of the Highway Department for a check on the yardage. Did not even receive your bill until Saturday, November 24th.

I have done between three and four hundred thousand dollars of business this year, mostly for the State Highway Commission of Oregon, and it is very embarrassing to think my creditors and people I do business with notify the State and my bonding company before giving me a chance to get my yardage checked in order to pay my bill. Anyone that I do business with and does business on the square has no trouble getting his money.

Enclosed please find check and I would appreciate it very much if you xxxxx will kindly notify the State, also the Bonding Company, the United States Fidelity and Deposit Company, Porter Bldg. Portland, Ore. that your bill has been paid promptly. This will rectify the mistake you have made by notifying them before giving me a chance to even check the yardage.

Very truly yours

F.J. KERNAN

FJK:PK

P.S. We have not been paid for the gravel towed by you, as yet. Will not be paid until after December 11th at which date the Oregon State Highway Commission meets.

F.J.K.

NOTED
H. B. GLAISYER

#1115
6PM

PR 82a

November 22, 1930

United States Fidelity & Guaranty Co.
C. W. Brice, Agent
Porter Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of the letter that we have today received from the Moore Mill & Lumber Company of Bandon, Oregon, relative to this company's claim against Mr. F. J. Kernan for services rendered in connection with Mr. Kernan's contract for the resurfacing of the Riverton-Bandon South Section of the Roosevelt Coast Highway in Coos County, state highway contract #1115.

This information is given you as you appear as surety on the bond furnished by Mr. Kernan in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc F. J. Kernan
Reedsport, Oregon

November 22, 1950

Moore Mill & Lumber Company
Bandon, Oregon

Gentlemen:

This acknowledges receipt of your letter of the 20th instant in which you advise us of your claims in the sums of $958.14 and $85.88 against F. J. Kernan for services rendered Mr. Kernan in connection with his contract for the resurfacing of the Riverton-Bandon South Section of the Roosevelt Coast Highway in Coos County also designated as state highway contract #1115.

The surety on the bond furnished by Mr. Kernan in connection with this project is the United States Fidelity & Guaranty Company for whom C. O. Price is local agent with offices in the Porter Building, Portland, Oregon. This bond is offered to you for your protection in the event that you do not secure satisfaction of your claim from Mr. Kernan.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

BUSHONG & CO LITHO PORTLAND ORE

MOORE MILL & LUMBER COMPANY

MANUFACTURERS OF
SITKA SPRUCE LUMBER

BANDON, OREGON. Nov. 20th, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen: Atten. Mr. Roy Klein

We are enclosing copy of invoice to F.J.Kernan covering towing charges on gravel barges. We took over the towing of the barges early in October and towed them until the gravel hauling was completed a few days ago.

Do not anticipate any difficulty in collecting this bill from Kernan, but thought it advisable to send you a copy. Am also enclosing a statement covering balance due on account other than the gravel barge towing.

Will advise when the bills or any part of them have been paid.

Thanks.

Yours truly,

MOORE MILL & LUMBER CO.

By A Moore

JSM/1

1115

ANSWERED
H. B. G.

BANDON, ORE., 11/20 1930

F. J. Kernan

Reedsport

In Account With

MOORE MILL & LUMBER CO.

May	23	Bill rendered	1	
Aug	5	✓	24	
	12	✓	23	68
	20	✓	7	68
	26	✓	1	60
Sept	1	✓	5	
	10	✓	5	92
Oct	11	✓	8	
Nov	15	✓	12	
			$ 88	88

EME

Order No.

Sold to F. J.

Address R

Shipped to

30.

TOWING G

ON RIVER

MOORE MILL & LUMBER COMPANY
MANUFACTURERS
SITKA SPRUCE LUMBER

BANDON, OREGON

Nov. 20th, 1930.

Order No.
Sold to F. J. KERNAN
Address Reedsport, Oregon
Shipped to

Car
Ex. Vessel
Price
TERMS: Net Cash

TOWING GRAVEL BARGES FROM COQUILLE TO BANDON AND OTHER POINTS ON RIVER

9581.4 Yards Gravel @ 10¢ per Yd. - $ 958.14

Copy

Form 39—E-17100—2M—6-30

#1, 12a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
Highway Engineer

Date Nov 14 1930, 193...

Job name Riverton-Bandon-South

Week from Nov 2 to Nov 13

Mail address Coquille Ore

Highway Roosevelt Coast

Telegraph or telephone address "

County Coos Job prefix 6 P.M.

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Job all completed on Nov 13th 1930.

RECEIVED
NOV 17 1930
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul Van Scoy Paul Van Scoy

Title Res. Engr.

NOTEL

GRADING CONS[illegible]N

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 12

Miles completed 12

Miles partially done --

Total cubic yards in project 45700

Cubic yards produced to date 45700

Average daily yardage produced this week 310

Average daily yardage necessary to complete on time 310

Contractor's average force for week 16 *men,*

.... *teams* 3 *trucks*

Project will be completed about Nov 13 completed

Number of men in Engineering Party 2 checkers

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

Y[illegible]E SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

Form 30—2750—4M—3-23.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date July 15/1930, 192....

Job Name Riverton-Bandon-South

Week from July 6 to July 12

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Coos Job Prefix 6 P.M.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Laying base on last stretch of road, between Bandon and three miles some North.

About 6000 cy to run for surfacing, and then start maintenance material.

(See back of this sheet for instructions and detailed information.)

Signed Paul Van Scoy

Title Res. Engr.

GRADING CONST[illegible]

Total miles of grading on project ....

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12

Miles completed 9-

Miles partially done 2

Average daily yardage placed this week ~~1526/~~ 1764/6 --294 cy

Average daily yardage necessary to complete on time 510

Contractor's average force for week 20 men,

1 teams, 5 trucks

Percentage of total required yardage now in place 22246/44200--- 50.3%

Surfacing will be completed about Oct 1/1930

Number men in Engineering Party 2 checkers

SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Percentage of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... Percentage ....

Other jobs .... Percentage ....

Other jobs .... Percentage ....

Other jobs .... Percentage ....

PH 82a

December 6, 1929

Mr. W. F. Miller,
General Freight Agent,
Southern Pacific Company,
Pacific Building,
Portland, Oregon.

My dear Mr. Miller:

Some time ago this Commission awarded a contract to the Newport Construction Company for the surfacing of a section of the Roosevelt Highway between Riverton and a point about six miles south of Bandon requiring approximately 44,000 cubic yards of crushed rock which it was intended to take from a quarry near Bandon.

During the preliminary investigation of this quarry by the contractors, they found that this rock was extremely hard and tough, which made the drilling costs prohibitive. Also, it was found that the costs for explosives to break it down to crusher size would be in excess of what might reasonably be anticipated.

As an alternate, the contractors were offered two choices, one to produce the rock at Norway quarry four miles southeast of Coquille, and the second to take gravel from the Umpqua River, requiring a rail shipment from Reedsport to Coquille. Both alternates required barging between Coquille and Riverton or Bandon.

The Newport Construction Company have studied over these two plans and have had some dealings with Frank J. Kernan of Reedsport looking to some arrangement to purchase the gravel from him at that point. Negotiations are still pending and both Newport and Kernan are now on the ground endeavoring to reach a decision as to the source of materials and to methods of handling the job. I feel quite certain that if the rail freight rate were reduced to 2½ cents a hundred for gravel between Reedsport and Coquille that the job would be handled on a gravel basis rather than from the Norway quarry. I would appreciate your consideration of the granting of such a rate, having in mind that the material would be used in a state highway improvement and that the benefit would accrue largely to the state.

Under these conditions, this department would assume the obligation of the freight charges which could be billed direct to the department and prompt payment would follow.

I am anxious to have the contractors reach an early decision in this matter so that the work may be handled during the winter months and, therefore, would appreciate your early consideration.

Very truly yours,

State Highway Engineer.

RAK:MI

cc R. H. Baldock

PR 82-A

June 13, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith three copies of modified agreement covering the Parkersburg Section, Project No. 82-A. These copies have been signed by the State Highway Commission.

In accord with the request contained in your letter of transmittal of these papers, we are enclosing herewith a statement showing the equipment costs for oiling base macadam. The rates charged for this equipment are designed to cover the rentals and depreciation, but do not contain the cost of supplies and repairs. The estimated expense for these items is shown in a separate column.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosures

ANALYSIS OF EQUIPMENT AND LABOR COSTS FOR OILING BASE MACADAM

BASED ON 1.5 MILES PROGRESS PER DAY, OR 15,840 SQUARE YARDS OF ROADWAY

Federal Aid Projects 82-A, 82-B, and 109-B.

1. Heating, Hauling and Applying Oil

Equipment				Supplies (gas,oil,etc) & Repairs
1 Retort	2 shifts at	$11.00	($22.00)	$ 45.00
1 Boiler	2 "	5.00	10.00)	
1 Oiler	1 "	25.00	25.00	15.00
1 Tender Tank	1 "	11.00	11.00	15.00
1 Water Tank	1 "	8.00	8.00	7.50
1 Oil Tank	1 "	8.00	8.00	7.50
			$ 84.00	$ 90.00

Labor	
2 Retort Men at $8.00	$ 16.00
1 Helper at 6.00	6.00
1 Distr. Driver 8.00	8.00
1 Leverman at 7.20	7.20
1 Tender Driver 7.20	7.20
1 Water Tank & Oil Tank Driver 6.00	6.00
	$ 50.40

Summary	
Rentals	$ 84.00
Supplies & Equipment	90.00
Labor	50.40
Miscellaneous	13.20
	$237.60

2. Loading and Hauling Rock

Equipment		Supplies & Repairs
5 dump trucks at $11.00	$ 55.00	$ 25.00
2 Loaders at $10.00	20.00	8.00
1 Small Dump Truck at $2.50	2.50	3.00
	$ 77.50	$ 36.00

Labor

4 truck drivers at $6.00	$ 24.00
2 loader operators at $7.00	14.00
2 laborers at $4.50	9.00

Summary

Equipment	$ 77.50
Supplies & Repairs	36.00
Labor	47.00
	$ 160.50

3. Blading, Rolling and Brooming

Equipment		Supplies & Repairs
2 brooms at $5.00	$10.00)	$6.00
2 tractors at $3.50	7.00)	10.00
2 graders at $2.25	4.50)	2.00
2 tractors at $3.50	7.00)	10.00
1 service truck at $2.50	2.50)	4.00
2 rollers at $10.00	20.00	20.00
1 water trailer at $2.25	2.25	
	$53.25	$52.00

Labor

2 tractor operators at $7.00	$14.00
2 broom men at $4.50	9.00
2 Gradermen at $7.00	14.00
2 rollermen at $8.00	16.00
1 rock dumper at $6.00	6.00
6 hand broomers at $4.50	27.00
4 hand spotters at $4.50	18.00
1 foreman at $8.00	8.00
1 service truck driver at $6.00	6.00
	$ 118.00

Summary

Equipment	$ 53.25
Supplies & Repairs	52.00
Labor	118.00
Overhead	13.20
	$ 236.45

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

April 18, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are enclosing herewith, for signature and return to this office, three copies of modification of project agreement for Oregon F.A.P. No. 82-A, also project agreement for 82-B.

The cost analyses submitted by you with the original P.S.& E. papers for these projects show the estimated cost of each portion of the construction of "Oiling Macadam Base", but do not indicate the part of the cost due to rental of equipment. Recommendation for approval of the agreements has been made with the understanding that no Federal aid will be paid on the above mentioned item until supplementary data regarding period of use, rental rates, and depreciation claimed on State-owned equipment are available. Kindly submit this information in order that it may be forwarded to supplement the cost analyses previously submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encls.

B[illegible]
2 Sweeps @ 2.00 for 2 miles
2 [illegible] @ 3.50
1 10' Blades @ 2.00
Spreading
2 graders @ 2.25
2 [illegible] @ 3.00
[illegible] @ 10.00
2 10 T [illegible]

Kent
6 Tr. 11.00 sh. 93 — 11.00
3.50
2 [illegible] 5000

for 2 miles

0025
2.000 1 500000
30000
10000

10. 1450 3006 .20 .02 .20 66

PR [illegible]-B

PR 82B

June 13, 1930.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith three copies of project agreement covering the Parkersburg-Bandon Section, Project No. 82-B. These copies have been signed by the State Highway Commission.

In accord with the request contained in your letter of transmittal of these papers, we are enclosing herewith a statement showing the equipment costs for oiling base macadam. The rates charged for this equipment are designed to cover the rentals and depreciation, but do not contain the cost of supplies and repairs. The estimated expense for these items is shown in a separate column.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosures

PR82a

October 23, 1930

Mr. George S. Shepherd
725 Failing Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 22nd instant concerning the contract awarded to F. J. Kernan for the construction of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County wish to say that this contract is not yet complete. There is considerable money still owing Mr. Kernan for this work. We do not expect that the job will be finished until about the middle of November.

Mr. Kernan still has the sum of nearly $11,000.00 due him as a retained percentage in connection with this work. This will be held until the project is completed and then it will be released to him. It is not likely that final payment will be made to Mr. Kernan until sometime ir December.

Mr. Kernan's October 15th estimate is now being checked and it is likely that we will send him a check for this payment within the next two weeks. The amount of this warrant is not available since the figures have not been compiled.

The U. S. Fidelity & Guaranty Co., C. O. Price, agent, Porter Building, Portland appear as surety on the bond furnished by Mr. Kernan in connection with this work. This bond is offered for Mr. Mitchell's protection.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

#1115-C

PROCTOR IN ADMIRALTY

LAW OFFICE OF
GEORGE S. SHEPHERD
725 FAILING BUILDING
PORTLAND, OREGON

October 22, 1930.

[illegible]
OCT 2[illegible] 1930
[illegible]

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Frank Kernan had a contract for a sector of the Roosevelt Highway in the vicinity of Bandon and J. D. Mitchell did his towing on the Coquille River. There is approximately $800.00 still retained as a fifteen per cent. balance of the total contract price on a yardage basis, and still due Mr. Mitchell.

Mr. Mitchell has not heard from Mr. Kernan recently and would like the information as to when final adjustment and settlement of the contract will be made.

I sent you a copy of the last letter I wrote Mr. Kernan concerning the matter.

Yours very truly,

Geo S Shepherd
GEO. S. SHEPHERD.

GSS:GM

W[illegible] 86% compl. on Oct. 15th.
[illegible] compl. [illegible] Dec. 15th.
[illegible] Sept. 15 - $81,109.38
[illegible] $10,[illegible].15
[illegible]
[illegible]

ANSWERED
H. B. G.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 82-A ✓

Post Office Building
Portland, Oregon.

Aug.11, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By LJCaufield
L. J. Caufield
Highway Engineer

P.S. An approved copy of the estimate dated Mar. 7. 1930, which has been used as the basis of the project agreement, is also enclosed herewith.

LJC
L. J. Ca.

Jron

A4pr 7130

Oregon Federal Aid Project No. 82, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on January 19, 1923, by the State Highway Commission of Oregon, and on February 8, 1923, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on June 9, 1923 and March 10, 1924, respectively, by the said State Highway Commission, and on July 10, 1923, and March 27, 1924, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 82, Section A; and

WHEREAS, the plans and specifications previously approved for said Section A provided for the construction of 4.708 miles of road surfaced with crushed rock, and onebridge of more than 20 ft. clear span 0.018 of a mile in length, in Coos County, for which the estimate approved was $121,524.70, and $74,296.22 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $128,913.37, and voucher in the sum of $74,296.22 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section A and a revision of the plans, specifications and estimates approved therefor to provide for the construction of a bituminous macadam wearing surface over the entire length thereof, at an estimated cost of $53,885.15; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual cost of $128,913.37 to $182,798.52; and that the Federal funds approved and set aside to the credit of said Section A be increased from the previous actual payment of $74,296.22 to $87,591.24; and

WHEREAS, the said State Highway Commission has constructed, without Federal Aid, a bridge between survey stations 146+10 and 147+24, thereby reducing the length of roadway on said Section A from 4.708 miles to 4.686 miles:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-seven thousand, five hundred ninety-one and 24/100 dollars ($87,591.24) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans and specifications:

Between survey station 75+72, approximately 1.45 miles west of Bear Creek in Sec.28, T.28 S., R.14 W., W.M., and survey station 169+50 approximately 3.3 miles east of Bear Creek in Sec. 36, T.28 S., R.14 W. (excepting therefrom the bridge between survey stations 146+10 and 147+24), terminal points, a distance of 4.704 miles, known locally as the Parkersburg Section of the Coast Highway, Coos County, being Section A of Oregon Federal Aid Project No. 82, consisting of 4.686 miles of roadway and one bridge of more than 20 ft. clear span 0.018 of a mile in length."

To Article III shall be added paragraphs (d) and (e) to read, respectively:

"(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $180,427.95, Federal Aid $86,179.61; one bridge, actual cost $2,370.57, Federal Aid paid $1,411.63."

"(e) It is mutually agreed that the existing structure between survey stations 146+10 and 147+24 shall be subject to inspection and approval by the Secretary or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction, it will be repaired or reconstructed by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eighty-seven thousand, five hundred ninety-one and 24/100 dollars ($87,591.24), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eighty-two thousand, seven hundred ninety-eight and 52/100 dollars ($182,798.52) the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of May, 1930, and the Secretary of Agriculture on the 22nd day of July, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By Robt W Sawyer
Member, State Highway Commission

CMB R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 82, Section A.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 75+72, approximately 1.45 miles west of Bear Creek in Sec. 28, T. 28 S., R.14 W., W.M., and survey station 169+50 approximately 3.3 miles east of Bear Creek in Sec. 36, T.28 S., R.14 W., (excepting therefrom the bridge between survey stations 146+10 and 147+24), locally known as the Parkersburg Section of the Coast Highway, Coos County, and designated in the records of this Department as Section A of Project No. 82, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 182,798.52 in lieu of the previous actual payment of $74,296.22 as the total estimated cost of Section A of said project, and the sum of $ 87,591.24 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share p~~ercent~~ of said total estimated cost.

Done at the city of Washington, this 22d day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

Coos

GOVERNMENT PRINTING OFFICE 8—[illegible]

Form 30—2750—12M—3-28.

PR 82a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Mar ch 23/30

Job Name Riverton-Bandon-South

Week from March 16 *to* Mar 22 /1930

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Coos *Job Prefix* 6 P.M.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has placed more material in the Reedsport stock pile. He has also about completed a small bunker for unloading gravel about 2½ miles West of Riverton. The contractors supt. was around Coquille ~~last~~ this week and from his talk, they had about given up the idea of a spur for loading scows at Coquille. He seemed to think that the loading place would probably be at Cedar Point, which is about 2 miles below Coquille.

While I have heard nothing definite about the scows for taking the material from Coquille down river, at least the contractor has showed some activity in building an unloading bunker.

(See back of this sheet for instructions and detailed information.)

Signed Paul Van Scoy Paul Van Scoy

Title Res.Engr.

PR22a

GRADING CONSTRUCTION

Total miles of grading on project ....

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ....

Miles completed ....

Miles partially done ....

Average daily yardage placed this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Surfacing will be completed about ....

Number men in Engineering Party ....

[illegible] SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

Form 30—2750—[illegible]—3-28.

PR82a

ORE STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date Feb 16 /1930 , 192

Job Name Riverton -Bandon-South

Week from Feb 8 *to* Feb 15

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Coos *Job Prefix* 6 P M

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor at Reedsport has done nothing so far toward getting out gravel for this job.He has a place constructed for stock piling his material at Reedsport,but not material in it so far. High water in the river holds him from starting.Hard to hold his floating plant in the swift water.

RECE
FEB 19 1930
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Paul V an Scoy

Title Res .Engr.

GRADING CONS[illegible]ON

Total miles of grading on project ....

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ....

Miles completed ....

Miles partially done ....

Average daily yardage placed this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Percentage of total required yardage now in place ....

Surfacing will be completed about ....

Number men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men

.... teams, ... trucks

Percentage of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... Percentage ....

Other jobs .... Percentage ....

Other jobs .... Percentage ....

Other jobs .... Percentage ....

PR 12a

KERNAN TO COMPLETE WORK
ON ROOSEVELT HIGHWAY JO

1-22-30

The Riverton-Bandon-South section of the Roosevelt Coast highway in Coos county, which the Newport Construction company has been constructing for several months, has been assigned to F. J. Kernan of Reedsport, Or., for completion. Kernan expects to start work on the contract as soon as weather permits.

Gravel is being crushed and graded for the project at the present time, said Kernan, and material has been placed in large storage piles in Reedsport, Or., ready for shipment. Under the present weather condition, floating equipment cannot be towed to Bandon, Kernan said.

Kernan, who has constructed miles of road surfacing in this territory for many years, expects to complete all work within the specified time. Umpqua river gravel will be used. The contract calls for 44,200 cubic yards.

Daily Journal of Commerce,

January 22, 1930

1582a

COPY

January 22, 1930

Mr. Frank J. Kernan
Imperial Hotel
Portland, Oregon

Dear Sir:

Confirming telephone conversation with you today, would say that on contract No. 1115, Riverton-Bandon South Section, resurfacing and maintenance materials, this department will make advance payments on materials produced according to our specifications for this project and stocked in suitable piles on your dock at Reedsport.

We will agree to pay you a price of sixty cents per cubic yard for these materials, stock pile measurement, and will measure up the piles about once a month and you may expect to receive monthly progress estimates. It should be remembered, however, that under the contract we are required to retain 15 per cent of the payments so that it will be necessary to make a deduction of nine cents per cubic yard which would give you a net payment of fifty-one cents per cubic yard.

This arrangement is subject also to a lease to the State Highway Department of your property covering the period in which the materials will be piled. Also as a matter of form, consent to this arrangement for advances on materials should be given by the surety company on your bond.

It will be understood, of course, that these advances are made merely to expedite the completion of the job next summer and would be subject to correction on final estimate of quantities.

Very truly yours,

State Highway Engineer.

RAK:HI

cc Wm. E. Chandler

[illegible]

Portland, Oregon

Jany. 21, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen: Att. Mr. Roy Klein:

In answer to your letter of the 20th inst. this letter is to advise you definitely that my plans are to build a power barge which will pack one thousand cubic yards of gravel. It will have four hundred horse power Diesel engines and the boat will make from two to three trips a week between Reedsport and Bandon, Oregon. This will mean approximately three thousand cubic yards of gravel a week. I figure it will take from four to five months to do this job.

By shipping by rail, according to the way the weather is now, think it would be impossible to get my small barges from Reedsport to Coquille before March or April. By using a power barge the job will be finished just as soon, according to my figures, and more economically and with less handling of the material.

This power barge I am building for this job will be built of steel and will be a good seaworthy boat and will go in any ordinary weather. It can be insured the year around and will be fully covered by insurance, whereas, a barge that has to be towed cannot be covered by insurance at all times. You know, Mr. Klein, it is hard for a man to put twenty thousand dollars worth of equipment out to sea with no insurance on it.

Now, I have tried to explain my plans on the barge to you which I hope will be satisfactory. I will now explain how I intend to speed up this job:

I am going to crush, screen, manufacture all of the maintenance material this winter. I expect to pile up ten or fifteen thousand cubic yards of material. I am going to crush this material all winter and will crush over twenty-five thousand cubic yards if I can store it. I shall store material in every space I have. This will have to be rehandled but will keep the Umpqua Dredging & Construction Company busy crushing material all winter for this job in order to give it full force to ship material in the Spring when this boat is completed.

I have all of the unloading equipment that I shall need for the Coquille end. Have all my trucks, graders, caterpillars, etc. It will all be short haul so the job will be finished on time. All I shall need to do on the Coquille River is to drive dolphins to tie my power barge to.

I intend to use a three yard automatic dump car, which I now have in Reedsport. This car will be operated between the power barge and the bunker, which will be used for loading trucks. I also have the conveyors. In fact, I have everything to do this job and wish to assure you that this job will go over big.

Regarding my 'phone conversation of this afternoon regarding my Reedsport property: This property is 307 ft. deep and 110 ft. wide and on it there is a derrick, fifteen ton derrick, with three yard bucket and one hundred foot boom. There is also a spur track and gravel bunkers.

You may have Mr. Devers make out a lease on this property from F. J. Kernan to the State of Oregon, free of charge to you, as long as any of your material is piled on this property. This property is free of all encumbrance and does not belong to the Umpqua Dredging and Construction Company but belongs to me. I also own all of the equipment on this said waterfront property.

If there is anything wrong with these plans of mind, kindly straighten them out and write me care of the Imperial Hotel in Portland.

Thanking you, I am

Very truly yours,

F. J. KERNAN

(Sgd) F. J. KERNAN

FJK:DK

FORM 2-B-1 D-12469 500 6-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GAT[illegible]S, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

RR 82a

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

NOTED
State Highway Engineer

March 21st
1930

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

I saw the superintendent for Mr. Kernan in Coquille yesterday and he had a sketch of the railroad siding that he contemplates putting in at Coquille. The placing of this siding is considerable of a job. It can be made but he has several parties to deal with but I think probably it will be satisfactory if he can get it in as he plans. The foreman was of the opinion that they would probably go back to Cedar Point lay out. The foreman also said that the barge would probably be done in about two weeks and he was down to get the siding and everything in in this length of time so that the work would start on the road in approximately two weeks.

If he contemplates making the setup in Coquille with the amount of work there is for him to do at this point, he will not be able to start for a month or six weeks as he has a railroad to deal with, as well as several property owners.

I did not go to the Cedar Point layout but as I remember this situation from several years ago there are several complicationsat this point which will take considerable time to work out. I do not see any possibility of Mr. Kernan being able to be going in anything like two weeks. This foreman told me yesterday that Mr. Kernan planned on being in Coquille this morning and would make final arrangements for the unloadingplace.

Yours truly,

Chandler
Division Engr.

WEC/F

FR 72a

March 19, 1930

United States Fidelity & Guaranty Company
1200 Porter Building
Portland, Oregon

Attention: C. O. Price, Mgr.

Gentlemen:

We are returning to you herewith questionaire concerning the contract awarded to F. J. Kernan for the surfacing of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County. From the answers given in this questionaire you will note that no work has been accomplished by Mr. Kernan to date. However, this is not exactly correct as it is our understanding that Mr. Kernan is now producing rock for this contract at Reedsport with the idea in mind of shipping this by barge to Coquille as soon as the barges which he now has under construction are complete. He informs us that this will be sometime the first part of April. In answer to question no. 8 will say that the work has not progressed satisfactorily to date to meet our desires.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

PR 82a

March 18, 1930

Mr. F. J. Kernan
Reedsport, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 16, regarding your plans for the Bandon-Riverton job. J.P. track in Coquille.

In regard to the crossing of the Roosevelt Highway in Coquille at the north end of the Coquille River bridge, would say that I discussed this with Mr. Devers and he is of the opinion that you should make an application for this crossing to the Public Service Commission. If the crossing is placed so that it will fit in with the grade of the highway and will present no undue hazard to traffic, we will consent to the installation, since it is of a temporary nature, and it is probable that the Public Service Commission will not require a formal hearing. It is suggested that you get in touch with Mr. Van Scoy and show him just what your plans are so he can make a sketch of the track layout which should be attached to your application to the Public Service Commission. It is probable that Mr. Van Scoy can sketch in this crossing on a blue print map of the city of Coquille or one of our own highway maps, which would be sufficient for the information of the Public Service Commission. Your application should be filed promptly to save time.

As stated to you before, this project will have to be speeded up and we expect to see some rock going on the road soon. Thus far we have been rather lenient with you in order to let you work out your own plans. It has now come to a point where we must have some action on this job and we will expect you to begin at once with your unloading plant so as to be in shape to handle the material when your barges are delivered.

In the matter of the advance on the gravel, I told you before the amount we would advance on it at the Reedsport dock, and will expect to hold to that figure.

Very truly yours,

cc Wm. E. Chandler
Paul Van Scoy

State Highway Engineer.

RAK:HI

Reedsport, Ore.
March 16, 1930.

Oregon State Highway Comm.,
Salem, Ore.

Gentlemen:

Att. Mr. Roy Klein:

It is costing me a lot of money to start this Bandon job, as you know, as it is a tough job and I figure on doing the job in about four months. I am now making storage piles, building a bunker, putting in a conveyor, building a spur track and also building two barges in Portland. The barges are costing me $14,300.

I ~~also~~ have to get a permit from the Highway Commission, also the Public Service Commission, which I think you could take up with the boys there in Salem, to lay a temporary spur track across the Roosevelt Highway right along the side of the S.P. track in Coquille, at the north end of the bridge. I spoke to Mr. Devers regarding this. I just asked him if he thought this matter would have to come before the Public Service Commission. He did not know but thought you could handle it in Salem. There will be room enough for 12 or 13 cars and only make one switch per day. I figure on handling about 12 cars per day so this will give me a little over 400 yds. per day.

By installing this spur track it will enable us to furnish you and the county the little gravel you will need on the fill you have there that you put in last year. It will also enable us to furnish you with stock pile materials that you might need between Coquille and Riverton, if you need any this fall. It will be a good thing for the state to have us unload at Coquille instead of at Cedar Point as the only means of unloading at Cedar Point is to unload ~~only~~ on the barge.

Now, Mr. Klein, regarding the two barges I am having built in Portland, expect to get ~~them~~ one of them April 1st and the other April 10th. I figure that by April 15th this job will be in full blast. I have made different arrangements in Reedsport by changing things around on the waterfront to enable me to store 3,000 yds more material than previously. Have also put in another large 48" screen in Reedsport to grade the material. This will give me a larger capacity.

I wish that you could pay me $1. per yd. on this material in Reedsport. This will help me to finance myself if it can be done. I expect that the estimate is in but you can make the change in Salem between the .60¢ and $1. I shall appreciate this very much.

Thanking you, I am

Very truly yours
F.J. KERNAN

FJK:DK

PR82a

March 17, 1930

Mr. W. E. Bailey, Agent
Union Oil Company of California
Coquille, Oregon

Dear Sir:

Replying to your inquiry of the 14th instant concerning the contract that was awarded to F. J. Kernan for the resurfacing of the Riverton-Bandon-South Section of the Roosevelt Coast Highway in Coos County wish to say the amount of the bond furnished is $72,401.00 which bond was written by the United States Fidelity & Guaranty Company, C. O. Price, Manager, Porter Building, Portland Oregon.

This bond has no number but is the standard bond furnished in connection with all State Highway contracts. The contract number is 1115.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

66 IN REPLY GIVE NO.

Oil Company of California

Coquille Ore
3-14-30

Mr. Oregon State Highway
At
Att'n Mr. Roy A. Klein
Answering Letter {Date-
{File-
Subject F. J. Kernow
Reedsport Ore.

Dear Sir:

Will you kindly send me No of Bond, amount of same, and name of Company for the graveling job between Riverton + Bandon. Ore. which Mr F. J. Kernow has a contract.

Thanking you in advance

I am

Yours truly

W.E. Bailey ag.

ANSWERED
H. B. G.

82 - Reopened

March 8, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement for the Parkersburg Section, Project 82 - Reopened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

C. H. Probert
Office Engineer

Dict by J. W. Nash/P

Enclosure

Oregon State Highway Department

Project No. 82 (Reopened)

PARKERSBURG SECTION OF THE ROOSEVELT COAST HIGHWAY

IN COOS COUNTY

(Estimate on basis for modified agreement. Based on contract prices for resurfacing and bituminous macadam aggregate and estimated prices for constructing bituminous macadam wearing surface.)

Salem, Oregon, March 7, 1930.

Completed Work as Shown by Final Voucher

Final Cost of Roadway (excluding bridges over 20' span)

Agreement Estimate	$ 108,517.00
Engineering (98.10% of $4,904.82)	4,811.63
Overrun	9,102.15
Contingencies	4,112.02
Total	$ 126,542.80

Final Cost of Bridge (Sta. 153+00)

Agreement Estimate	$ 1,960.00
Engineering (01.90% of $4,904.82)	93.19
Overrun	317.38
	$ 2,370.57

Final Cost on Completed Work - - - - - - - - - - - - - - - - - $ 128,913.37

F. A. paid on Roadway (98.10% of $74,296.22)	$ 72,884.59
F. A. paid on Bridges (01.90% of $74,296.22)	1,411.63
Total Federal Aid Paid (fiscal year 1925)	$ 74,296.22

Length of Roadway (excluding bridges)	4.708 miles
Length of Bridge	0.018 "
Total Length of Project	4.726 miles

Cost per mile, roadway	$26,878.24
Federal Aid Paid per Mile, Roadway	$15,481.00

New Work

Resurfacing

3,800 cu.yds	Base Course Resurfacing	$ 2.24	$ 8,512.00
2,800 cu.yds	Top Course Resurfacing	2.24	6,272.00
1,000 cu.yds	Earth Filler	.30	300.00
4,000 yd.mi.	Filler Haul	.18	720.00
43,000 yd.mi.	Hauling Br. Stone (Truck Haul)	.15	6,450.00
50,000 sq.yd	Oiling Base Macadam	.155	7,750.00

Bituminous Macadam Wearing Surface:

1,000 cu.yds	Gr. "A" Matls. in Stock Pile	$2.20	$ 2,200.00
500 cu.yds	Gr. "B" Matls. in Stock Pile	2.20	1,100.00
1,300 cu.yds	Gr. "C" Matls. in Stock Pile	2.20	2,860.00
150 cu.yds	Sand	-	—
12,000 yd.mi	Hauling Br. Stone (Pile Meas)	.165	1,980.00
2,950 cu.yds	Constr. of Bit. Mac. Wear. Surf.	2.15	6,342.50
50,000 Gal.	No. 3 Oil	.09	4,500.00
	Sub-total		$ 48,986.50
	10% Engr. & Cont.		4,898.65
	Total		$ 53,885.15

Length of Roadway, excluding bridges — 4.686 miles (revised)

Bear Creek Bridge — 97 ft.

Relief Opening (Non participating struc. constructed 1925 by state forces) — 114 ft.

Total — 211 ft. — 0.040 miles

Length of project (including bridges) — 4.726 miles

Cost per mile, new work — $11,499.17

F. A. allowable on new work:
Adjusted F. A. paid per mile $ 72,884.59 ÷ 4.686 equals $15,553.68
(18,341.02 - 15,553.68) ÷ $18,341.02 equals .151,973 deficiency
.151,973 x $18,669.00 equals $2,837.18 per mile allowable fiscal year 1929.

F. A. Requested 4.686 x $2,837.18 equals $13,295.02
F. A. Recommended $13,295.02 (24.6728+%)

SUMMARY

Item	Total Cost	Federal Aid	State Funds	Length
Old Work(roadway)	$ 126,542.80	$ 72,884.59	$53,658.21	4.708
Bear Crk. Br.	2,370.57	1,411.63	958.94	.018
Total (old Work)	$ 128,913.37	$ 74,296.22	$54,617.15	4.726
New Work(roadway)	$ 53,885.15	$ 13,295.02	$40,590.13	4.686
Bear Creek Relief Opening Constr. 1925, State Forces (non-participating)	-	-	-	.022
Totals (all work)	$ 182,798.52	$ 87,591.24	$95,207.28	4.726

Total cost per mile (excluding bridges) $38,503.61
Total F. A. per mile (excluding bridges) $18,390.86

State Funds for Construction - Chapter 175, Laws 1917, Chapter 31, Laws 1920.
State Funds for Maintenance - Chapter 41, Laws 1927.

66 66 PR 82

gon State Highway Department | Project No. 82 (Reopened)

PARKERSBURG SECTION OF THE

ROOSEVELT COAST HIGHWAY IN COOS COUNTY

(Estimate with specifications. Revised to include resurfacing and construction of bituminous macadam wearing surface.)

July 16, 1929

COMPLETED WORK AS SHOWN BY FINAL VOUCHER

Final Cost of Roadway (excluding bridge over 20-foot span):

Agreement Estimate	$108,317.00
Engineering (98.10% x $4,904.82)	4,811.63
Overrun	9,102.15
Contingencies	4,112.02
Total	$126,342.80

Final Cost of Bridge (Sta. 153+00):

Agreement Estimate	$1,960.00
Engineering (01.90% x $4,904.82)	93.19
Overrun	317.38
Total	2,370.57

Total Final Cost on Completed Work	$128,713.37
Federal Aid Paid on Roadway (98.10% x $74,296.22)	$ 72,884.59
Federal Aid Paid on Bridge (01.90% x $74,296.22)	1,411.63
Total Federal Aid Paid (F. Y. 1925)	$ 74,296.22

Length of Roadway (excluding bridge).	4.708 miles
Length of Bridge	0.018 miles
Total Length of Project	4.726 miles

Cost per mile, Roadway.	$26,878.24
Federal Aid Paid per mile, Roadway.	15,481.00

NEW WORK

Resurfacing:

3,800	cu. yds.	Base Course Resurfacing	$ 1.97	$ 7,486.00
2,800	cu. yds.	Top Course Resurfacing	2.03	5,684.00
1,000	cu. yds.	Earth Filler	.50	500.00
4,000	yd. mi.	Filler Haul	.22	880.00
43,000	yd. mi.	Hauling Broken Stone (Tr. Meas.)	.18	7,740.00
50,000	sq. yd.	Oiling Macadam Base	.155	7,750.00

Bituminous Macadam Wearing Surface:

1,000	cu. yds.	Grade "A" Materials	2.10	2,100.00
800	cu. yds.	Grade "B" Materials	2.00	1,600.00
1,300	cu. yds.	Grade "C" Materials	1.90	2,470.00
150	cu. yds.	Sand	--	--
12,000	yd. mi.	Hauling Broken Stone (Pile Meas.)	.20	2,400.00
2,950	cu. yds.	Constr. of Bit. Mac. Wearing Surf.	2.15	6,342.50
50,000	gal.	No. 3 Oil	.09	4,500.00
		Sub-total		$48,852.50
		10% Engr. & Cont.		4,885.25
		Total		$53,737.75

Length of Roadway, excluding bridges (revised)		4.686 miles
Length of Bear Creek Bridge	97 ft.	
Length of Bear Creek Relief Opening (non-participating structure, constructed 1925 by state forces)	114 ft.	
Total	211 ft.	.040 miles
Length of Project, including bridges		4.726 miles
Cost per mile, new work	$11,464.72	

Federal Aid allowable on new work:

Adjusted Federal Aid paid per mile, $72,884.59 ÷ 4.686 = $15,553.68
(18,341.02 - 15,553.68) ÷ 18,341.02 = .151,973 deficiency
.151,973 x $18,669.00 = $2,837.18 per mile allowable F. Y. 1929

Federal Aid Requested, 4.686 x $2,837.18 = $13,295.02
Federal Aid Recommended $13,295.02

SUMMARY

Total Estimated Cost, All Work	$182,651.12
Total Federal Aid, All Work	87,591.24
Length of Roadway (excluding bridges)	4.686 miles (revised)
Length of Roadway (including bridges)	4.726 miles
Total Cost per mile (excluding bridges)	$ 38,978.04
Total Federal Aid per mile (excluding bridges)	$ 18,390.86

S.C S.C

NEW WORK

Resurfacing:

3,800 cu. yds.	Base Course Resurfacing	$ 1.97	$7,486.00
2,800 cu. yds.	Top Course Resurfacing	2.03	5,684.00
1,000 cu. yds.	Earth Filler	.50	500.00
4,000 yd. mi.	Filler Haul	.22	880.00
43,000 yd. mi.	Hauling Broken Stone (Tr. Meas.)	.18	7,740.00
50,000 sq. yd.	Oiling Macadam Base	.155	7,750.00

Bituminous Macadam Wearing Surface:

1,000 cu. yds.	Grade "A" Materials	2.10	2,100.00
500 cu. yds.	Grade "B" Materials	2.00	1,000.00
1,300 cu. yds.	Grade "C" Materials	1.90	2,470.00
150 cu. yds.	Sand	- -	- -
12,000 yd. mi.	Hauling Broken Stone (Pile Meas.)	.20	2,400.00
2,950 cu. yds.	Constr. of Bit. Mac. Wearing Sur.	2.15	6,342.50
50,000 gal.	No. 3 Oil	.09	4,500.00
	Sub-total		$48,852.50
	10% Engr. & Cont.		4,885.25
	Total		$53,737.75

Length of Roadway (excluding bridge) 4.708 miles
Cost per mile, new work $11,414.13

Federal Aid allowable on New Work:
($18,341.02 - $15,481.00) ÷ $18,341.02 = .155,935 deficiency
.155,935 x $18,669.00 = $2,911.15 per mile allowable F. Y. 1939

Federal Aid requested, 4.708 x $2,911.15 = $13,705.69
Federal Aid Recommended. $13,705.69

Superseded

SUMMARY

Total Estimated Cost, All Work	$180,281.12
Total Federal Aid, All Work	88,001.91
Length of Roadway (excluding bridge)	4.708 miles
Length of Roadway (including bridge)	4.726 miles
Total Cost per mile (excluding bridge)	$ 38,292.38
Total Federal Aid per mile (excluding bridge)	18,692.15

UNIT PRICE ANALYSES

PARKERSBURG SECTION

Project No. 82

1. Resurfacing and Bituminous Macadam Materials:

Item	Per cu. yd. on Road	Per cu. yd. in Stock Pile
Preparing subgrade		
Quarrying and crushing	$ .12	$ .12
Placing and finishing	1.40	1.40
Stock-piling	.25	
Setting-up and dismantling		.10
Overhead and superintendence	.12	.12
Shrinkage for stock pile measurement	.11	.11
	———	.15
Average price per cu. yd.	$2.00	$2.00

2. Oiling Macadam Base:

Item	Cost per sq. yd.
No. 3 oil (0.50 gals. @ $.09)	
Rock (0.021 cu. yds. @ $2.90)	$ .045
Heating, hauling and applying oil	.060
Loading and hauling rock	.015
Blading, rolling and brooming	.010
Moving and setting-up plant	.015
Control of traffic	.005
	.005
Average cost per sq. yd.	$ .155

3. Construction of Bituminous Macadam Wearing Surface:

Item	Cost per cu. yd. of Aggregate
Preparation of macadam base	
Load, deposit, spread and roll aggregate	$ .10
Hauling aggregate (Average 2.0 miles)	.50
Heat, load, haul and apply oil	.50
Shaping shoulders	.40
Traffic control	.10
Supervision and overhead	.10
Contingencies and weather delays	.15
Moving, setting-up and dismantling plant	.15
	.15
Average cost per cubic yard	$2.15

ESTIMATE OF QUANTITIES OF RESURFACING MATERIALS CHARGEABLE TO MAINTENANCE

PARKERSBURG SECTION

Federal Aid Project No. 82

Quantity placed under federal aid surfacing project completed July 25, 1925	2,600 cu.yds. per mile
Quantity added by maintenance operations without federal aid	200 cu.yds. per mile
Total quantity placed on road	2,800 cu.yds. per mile
Estimated wear during four year period that surfacing has been in use *	1,200 cu.yds. per mile
Estimate of quantity remaining on road	1,600 cu. yds per mile
Estimate of quantities of proposed new resurfacing materials that are chargeable to maintenance and that, therefore, are not eligible for federal aid	1,000 cu.yds. per mile

* This is the equivalent of a wear of three-quarters of an inch (compacted thickness) per year.

Salem, Oregon,
July 12, 1929.

FORM 2-8-4 B-14471 500 11-29

COMMISSIONERS
H. B. VAN D ZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 72a

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 17th
1 9 3 0

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

On my last trip to Coos Bay District on February 14th, I visited Mr. Kernan's plant at Reedsport. Saw the man in charge and there is apparently nothing doing so far. He stated that the water was so high in the river that he could not work his equipment. There has been nothing at all piled at Reedsport. He stated that Mr. Kernan was in San Francisco trying to purchase a barge scow but to date had made no definite arrangements.

Yours truly,

Division Engineer

WEC/F

P. S. Mr. Van Scoy called up and said he was sending an inspector to Reedsport as contractor is supposed to deliver material to Reedsport this week. Told him we must have the material that goes on the road first.

Form 30—27565—4M—3-28.

P882a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 1 /1930, 192

Job Name Riverton-Bandon-South
Week from Jan 26 to Feb 1
Mail Address Coquille Ore
Highway Roosevelt Coast
Telegraph or Telephone Address "
County Coos Job Prefix 6 PM
Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Van Scoy to Reedsport today (2/1/30) to see what is being done about this job. Contractor has built a stock pile site at his Reedsport plat, which will hold possibly 3000 cy. I ~~did~~ saw Mr Marx the foreman for Mr Keirnan. He said that the Umpqua River had too much current to do any thing now, and that the water would have to go down before they could start operations with their plant. Their intentions are he said to crush the material at the point of dredging as they are now doing.

They seemed to be undecided as yet as to whether the material would be shipped to Bandon via Coquille on cars, or whether they would ship via ocean by means of a large steel ocean going barge. I took it that Mr Kiernan was looking up this latter means of shipment at present.

I asked about what we might expect in output and Mr Marx said that they could dredge and crush about 500 cy per day of the coarse material, but would not be able to handle nearly this much of the finer material.

3 1930

(See back of this sheet for instructions and detailed information.)

Signed Paul Van Scoy Paul Van Scoy

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project ....

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ....

Miles completed ....

Miles partially done ....

Average daily yardage placed this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Surfacing will be completed about ....

Number men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentages of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

FR 82a

August 21, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 9th with reference to the reopening of the Parkersburg Section, Oregon Project No. 82-A.

Regarding the bridge over Bear Creek which you state is 40 feet long, we wish to advise that this structure consists of one 40-foot A Frame and three 19-foot trestle spans, making a total of 97 feet in length or .018 miles. However, your statement regarding the six 19-foot spans constructed as a relief opening in the Bear Creek bottom is correct, and we have accordingly revised sheet No. 5 of the federal aid plans to show this structure and are sending five copies to you under separate cover. This structure was constructed by state forces in 1925 and was a non-participating item, no federal aid having been paid on it.

We have revised sheet No. 2 of the estimate accompanying the specifications for this project and are inclosing six copies herewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Incl.
Dict. by J. W. Nash/AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 9, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In preparing the documents for the reopening of Oregon F.A.P. 52-A, Parkersburg Section of Roosevelt Coast Highway, for transmittal to the Regional Office, we find our records in disagreement with the figures on the preliminary estimate submitted by you. You show one bridge over 20' span, length 0.015 miles. This we take it, is the Bear Creek A frame which our records show to be 40' long or 0.007 miles. Also our records show that a pile trestle of 6 - 19' spans was constructed in the Bear Creek bottom after damage was done by the high water in the fall of 1924. Perhaps this structure is not shown on the estimate as it is not clear that it was included in the final voucher. Even if it were not so included, we believe it should be shown on the estimate as a non-participating structure, if the length and cost are readily available from your books. Prompt attention to this matter will be appreciated in order that we may clear the project before the letting.

If you find we are right about these bridges, the revised roadway and bridge lengths and costs can be submitted in a letter, and then later they can be correctly shown on the estimate when it is revised to contract prices.

Very truly yours,

W. H. LYNCH
District Engineer

J A Elliott
By J. A. Elliott
Sr. Highway Engineer.

[illegible]-12416 700 8-18

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

PP82a

July 22nd, 1929.

RECEIVED
JUL 24 1929
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

Herewith estimate for comparison of bids on the Riverton-Bandon and Bandon South Section.

Yours truly,

Division Engr.

WEC/F
Inc. 1.

RIVERTON, BANDON & BANDON SOUTH

1. Base Course Surfacing, 21,600 cu. yds @ $1.40	$30,240.00
2. Top Course Surfacing, 7,200 cu. yds. @ 1.60	11,520.00
3. Grade "A" Materials in Stock Pile, 5,700 cu. yds. @ $2.00	11,400.00
4. Grade "B" Materials in Stock Pile, 3,800 cu. yds. @ $1.40	5,320.00
5. Grade "C" Materials in Stock Pile, 5,900 cu. yds. @ $1.40	8,260.00
6. Earth Filler, 4,000 cu. yds. @ $0.40	1,600.00
7. Filler Haul, 12,000 yd. mi. @ $0.20	2,400.00
8. Hauling Broken Stone, Truck Measure, 210,000 yd. mi. @ $0.16	33,600.00
9. Hauling Broken Stone, Pile Measure, 70,000 yd. mi. @ $0.18	12,600.00
	$116,940.00

RECEIVED
JUL 23 1927
OREGON
STATE HIGHWAY COMMISSION

Force Account, Wetting	4,000.00
" " Extra ditch work	2,000.00
	$122,940.00
10% engineering	12,294.00
	$135,234.00

RIVERTON, BANDON & BANDON SOUTH

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Force Account, Wetting	4,000.00
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	$122,940.00
10% engineering	12,294.00
	$135,234.00

RECEIVED
OREGON

PR82a

July 16, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are sending to you herewith the following information pertaining to the Parkersburg Section of the Roosevelt Coast Highway, Federal Aid Project No. 82:

Specifications for resurfacing
Specifications for oiling of macadam base
Specifications for bituminous macadam wearing surface
Statement in regard to the quantities of surfacing materials on the road at the present time
Estimate of cost

Under separate cover, we are sending five blue print copies of the plan showing the cross-section to which the resurfacing and the bituminous macadam wearing surface is to be constructed.

We are in hopes that the specifications, plans and estimates can be reviewed and approved in time so that the contract for the resurfacing work and for the production of the broken stone required in the bituminous macadam wearing surface construction can be awarded on July 25th. The work which we propose to award at that time is to be included in the same contract as similar work on Projects 82-B and 109-B. The combination of these three projects is being referred to as the Riverton-Bandon-South Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Inc.
SHP:AF

ESTIMATE OF QUANTITIES OF RESURFACING MATERIALS CHARGEABLE TO MAINTENANCE

PARKERSBURG SECTION

Federal Aid Project No. 82

Quantity placed under federal aid surfacing project completed July 25, 1925	2,600 cu.yds. per mile
Quantity added by maintenance operations without federal aid	200 cu.yds. per mile
Total quantity placed on road	2,800 cu.yds. per mile
Estimated wear during four year period that surfacing has been in use *	1,200 cu.yds. per mile
Estimate of quantity remaining on road	1,600 cu. yds per mile
Estimate of quantities of proposed new resurfacing materials that are chargeable to maintenance and that, therefore, are not eligible for federal aid	1,000 cu.yds. per mile

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* This is the equivalent of a wear of three-quarters of an inch (compacted thickness) per year.

Salem, Oregon,
July 12, 1929.

SPECIFICATION FOR OILING OF MACADAM BASE

PARKERSBURG SECTION

Federal Aid Proj. No. 82

1. Description: - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. Width: - 18 feet with extra width as required.

3. Size of Aggregates: -

Grade "B"	-	3/4 to 1/2 inch
Grade "A"	-	1/2 to 1/8 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Construction Procedure: - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

   c. Apply No. 3 oil at a rate of one-quarter gallon per square yard.

   d. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard.

   e. After the No. 3 oil has hardened and become dry, make a second application of No. 3 oil, one-quarter gallon per square yard.

   f. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while the brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard. Continue brooming and rolling until the surfacing is thoroughly compacted.

6. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

SPECIFICATION FOR BITUMINOUS MACADAM WEARING SURFACE

PARKERSBURG SECTION

Federal Aid Project No. 82

BITUMINOUS MACADAM WEARING SURFACE

Type of Bituminous Macadam:

The bituminous macadam wearing surface to be constructed on this project shall be of the multiple lift type. Its compacted thickness shall be one and one-half inches. The first lift shall consist of Grade "C" rock and No. 3 oil, and shall be slightly less than three-quarters of an inch in thickness. The second lift shall consist of Grade "B" rock, Grade "A" rock and No. 3 oil and shall be slightly less than one-half of an inch in thickness. The third and last lift shall consist of Grade "A" rock, sand and No. 3 oil and shall be slightly less than one-half of one inch in thickness.

Width and Crown:

The width and crown of the wearing surface shall be as indicated by the accompanying cross-section plan, subject, however, to such reasonable variation as may be necessary to properly take care of any special or unusual conditions that may be encountered.

Materials:

The mineral aggregate shall be broken stone or crushed gravel of the kind and quantity hereinafter specified under the head "Mineral Aggregate".

The oil shall be asphaltic road oil (No. 3 oil) conforming in all respects with the specifications given hereinafter under the head "Road Oil". The manner of application of the oil shall also conform with the specifications given under the head "Road Oil".

Preparation of Oiled Macadam Base:

The macadam base, which shall have been previously oiled, shall be repaired as may be necessary to put it in good condition to receive the bituminous macadam wearing surface. Then, immediately before the construction of the wearing surface is commenced, it shall be made clean and free of loose stones, dirt and dust by sweeping with revolving brooms and by such other means as may be necessary.

First Lift of Bituminous Macadam:

The first lift of the bituminous macadam shall consist of an application of No. 3 road oil followed by an application of Grade "C" aggregate. The oil shall be applied upon the prepared and oiled macadam base at a rate of approximately 0.15 gallon per square yard. The aggregate shall be applied at a rate of approximately 0.026 cubic yard per square yard. The aggregate shall be spread to uniform thickness by means of blade graders, additional materials being added by hand on any bare or thin spots that may appear.

This first lift shall be lightly rolled with a power roller.

Second Lift of Bituminous Macadam:

The second lift of bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "B" aggregate and by an application of Grade "A" aggregate. The oil shall be applied at a rate of approximately 0.425 gallons per square yard. The Grade "B" aggregate shall be applied at a rate of 0.010 cubic yard per square yard and the Grade "A" aggregate shall be applied at a rate of 0.005 cubic yard per square yard.

This lift shall be thoroughly rolled and broomed, the Grade "A" aggregate being added while the rolling and brooming is in progress. The brooming shall be done with a non-revolving type of broom attached to the roller. After the lift is thoroughly compacted, it shall be allowed to stand under traffic for at least six days.

Third Lift of Bituminous Macadam:

The third lift of the bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "A" aggregate and by an application of sand or fine screenings. The oil shall be applied at a rate of 0.375 gallons per square yard. The Grade "A" aggregate shall be applied at a rate of 0.015 cubic yard per square yard, and the sand or fine screenings shall be applied at a rate of 0.003 cubic yard per square yard.

This lift shall be rolled and while the rolling is in progress, the fine aggregate shall be broomed about on the surface. The rolling and brooming shall continue until the oil has hardened and will absorb no more aggregate.

Construction Under Traffic:

Where traffic cannot conveniently be detoured from the section of road in process of construction, the construction of the wearing surface shall be proceeded with in the following manner:

Each day a length of road shall be laid out to be surfaced that day. The oiled macadam base on this length of road shall then be broomed and made ready for surfacing over one-half of its width, and on this half-width of prepared base, the first lift of the bituminous macadam surfacing shall be placed. Then, while traffic is being handled over this first lift of surfacing, the second half of the oiled base on the length of road to be surfaced that day shall be broomed and made ready for surfacing, and shall have constructed upon it its first lift of bituminous macadam. Traffic shall then be switched back to the second half of the roadway, and the next lift of the

#3

surfacing shall be constructed upon the first half of the roadway. In this manner, each of the lifts of bituminous macadam shall be constructed first on one half width and then on the other half width of the roadway, care being taken to "break joints" each time with the lift or course below and care being taken to avoid any overlapping of the spreads of oil or spreads of rock along the centerline joints.

At the end of the day's run, each lift or course shall be terminated approximately five feet back from the end of the lift or course below it, so as to provide a sort of lapped joint between the work of one day and the work of the following day.

MINERAL AGGREGATES

Aggregates Are In Stock Pile:

The mineral aggregates to be used in the construction of the bituminous macadam wearing surface shall be the broken stone and/or crushed gravel which the State has had produced for the purpose and now holds in stock piles in the vicinity of the project.

The construction of the bituminous macadam wearing surface herein specified shall be understood to include the loading and transporting of the mineral aggregates from the stock piles to the points at which they are incorporated in the wearing surface.

Sizes of Aggregates:

The aggregates shall be of the following grades and sizes:

Grade "A" Materials shall all pass a 1/2 inch circular ring and be retained on a screen having 1/8 inch square openings.

Grade "B" materials shall all pass a 3/4 inch circular ring and be retained on a 1/2 inch circular ring.

Grade "C" materials shall all pass a 1 1/2 inch circular ring and be retained on a 3/4 inch circular ring.

All materials shall be well graded between the limiting sizes.

Sand:

The aggregate referred to in the foregoing specifications as "sand" may be either sand or screenings, all of which will pass a screen having one-eighth inch square openings.

Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will

#4

give a uniform spread over a width equal to one-half of the width of the wearing surface.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

ROAD OIL

Description:

Oil furnished under these specifications shall be called No. 3 oil, and it shall be made from an asphaltic base oil. It shall be either a naturally homogeneous oil or a homogeneous residue from oil. It shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter. It shall conform with the following requirements:

Asphaltic Residue of 80 Penetration	minimum	94%
Viscosity, Float Test at 122° F.	minimum	225 sec.
Flash Point, Cleveland Open Cup Test	minimum	425
Water and Sediment	maximum	1½%
Water	maximum	½%
Sediment	maximum	1 %
Bitumen (soluble in Carbon Bisulphide)	minimum	99%
Bitumen (soluble in Carbon Tetrachloride)	minimum	99.65%
Bitumen Insoluble in 86° B paraffin naphtha	minimum	6
Bitumen Insoluble in 86° B paraffin naphtha	maximum	27
Penetration of Residue after loss on heating at 163° C. for 5 hrs.	minimum	150

Test Methods:

In the testing of oils, the methods used shall be as prescribed by the American Society for Testing Materials (A.S.T.M.) under the following serial designations:

Asphaltic Residue of 80 Penetration	Serial	Designation	D243-26
Viscosity, Float Test at 122° F.	"	"	D139-27
Flash Point, Cleveland Open Cup	"	"	D 92-24
Water & Sediment, centrifuge Method	"	"	D 96-28
Water	"	"	D 95-27
Bitumen (soluble in Carbon Bisulphide)	"	"	D 4-27
Bitumen (soluble in Carbon Tetrachloride)	"	"	D165-27
Loss on Heating	"	"	D 6-27
Penetration of Bituminous Materials	"	"	D 5-25

Bitumen insoluble in 86 deg. paraffin naphtha shall be determined by the method described in U. S. Dept. of Agriculture Bulletin 1216, revised September, 1928.

(Standard 1-29)

Manner and Method of Application of Oil:

The No. 3 road oil shall, at the time it is spread, have a temperature of approximately 375 degrees F. It shall be spread only when the air temperature is above 50 degrees F. Oil that has been overheated or "burned" shall not be used in the work.

The oil shall be spread by means of a pressure destributor which will satisfactorily make the distributions of oil required under the foregoing specifications. The distributor shall operate at a pressure of not less than twenty pounds per square inch, and shall give a uniform spread of oil over a width equal to one-half of the width of the wearing surface. It shall be equipped with a pressure gauge and a volume gauge so located as to be easily observed by the inspector while walking beside the distributor. It shall also be equipped with a tackometer to determine the speed so that the rate of spread of oil can be controlled accurately. The power for the pressure pump shall be supplied by a power unit entirely independent from the power unit which provides motive power for the distributor.

In order to secure uniform distribution of oil at the junction of two applications, the distribution shall be promptly stopped when the flow of oil begins to thin just before the tank is empty. Each time that the application of oil from the distributor is commenced, building paper shall be spread over the treated surface for a sufficient distance back so that the sprayers are operating at full force when the uncovered surface is reached. The building paper shall then be removed and burned.

The rates of application of oil shall not vary from the rates specified by the engineer by more than ten per cent, and if, in the application of the oil, any spots are missed, oil shall be applied on those spots by some means which will insure the application being made at the specified rates. Uniform application of oil will be required, and distributors equipped with poor valves will not be allowed to operate on the project.

MISCELLANEOUS PROVISIONS

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than 10 tons each. The rollers shall begin at the edges of the surfacing, overlapping the shoulder one-half the width of the rear wheel. It shall progress toward the center, parallel with the centerline of the roadway, and shall overlap each preceding track and cover the entire surface as many times as is necessary to thoroughly consolidate the stone.

(Standard 1-29)

Surface Evenness:

The surface of the finished bituminous macadam shall be free from humps, hollows, roughness and irregularities of all kinds, and shall not vary more than one-quarter of one inch from the true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appear, which ravelling or defects are due to lack of uniformity in the application of oil or rock or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

Trimming of Shoulders:

Following the construction of the bituminous macadam wearing surface and rock shoulders as hereinbefore specified, the earth shoulders alongside shall be trimmed up and made to conform to the roadbed crown as the same is indicated in the accompanying cross-section plan. Any materials that have come into the cut ditches by reason of the contractor's operations shall be removed therefrom and disposed of in a manner satisfactory to the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the macadam base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conducive to best results will not be permitted.

MEASUREMENT AND PAYMENT

For the construction of the bituminous macadam wearing surface as above specified, exclusive only of the furnishing of the mineral aggregates which, as hereinbefore stated, have been produced and stockpiled in the vicinity of the project under a prior contract, payment will be made at the stipulated prices for the following items:

1. No. 3 Oil (F. O. B. nearest rail point)
2. Construction of Bituminous Macadam Wearing Surface.

The quantities of oil to be paid for shall be the number of gallons used in the work as determined by measurement in the cars.

The quantity to be paid for under the item "Construction of Bituminous Macadam Wearing Surface", shall be the number of cubic yards of mineral aggregate actually inforporated in the work, the quantities to be measured in the trucks at the points of loading.

SPECIAL PROVISIONS

Riverton-Bandon-South Section

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the twenty-fifth (25th) day of July, 1929.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the resurfacing of the portion of the Roosevelt Coast Highway which is between Riverton and Bandon in Coos County, and of the furnishing of approximately 15,400 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations on the portion of the Roosevelt Coast Highway which is between Riverton and a point about six miles south of Bandon.

The section of highway to be resurfaced is 12.0 miles in length and extends from mile point 291.16, near Riverton, to mile point 303.16 (Station 0+00) at the south corporate limit of the city of Bandon.

The section of highway for which broken stone for maintenance and betterment purposes is to be furnished is 18.0 miles in length and extends from mile point 291.16, near Riverton, to mile point 309.16 (Station 85+50) about six miles south of Bandon.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than June 30, 1930.

BROKEN STONE RESURFACING

Standard Specification to Apply:

The broken stone resurfacing shall be constructed in accordance with the standard specification for "Rock Surfacing" as the same is given on page 28 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Quality of Materials:

The materials to be used in the construction of the broken stone resurfacing shall be clean broken stone manufactured from hard and durable rock obtained from the quarry located in the city of Bandon at a point about 0.8 mile west of the highway at mile point 302.7.

Sizes of Materials:

The broken stone to be used in the resurfacing work shall be of two sizes, viz: base course broken stone and top course broken stone.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings in screen through which all must pass.	Size of Openings in screen upon which all must be retained
Base Course Material	2½ inch, circular	1/8 inch, square
Top Course Material	1 inch, circular	1/8 inch, square

Each size or grade of material shall be well graded between the specified maximum and minimum limits.

Quantities per Mile:

The resurfacing work will require approximately 1,800 cubic yards of base course material per mile, and approximately 600 cubic yards of top course material per mile.

Preparation of Subgrade:

The existing surfacing shall be scarified to such depth as the engineer may order. Part of the old surfacing materials shall then be bladed into windrows along the edges of the roadway to serve as shoulders between which to place the new resurfacing materials, the cross-section and the positions of the windrows to be as indicated in the typical cross-section plan. The remaining surfacing materials shall be shaped to specified crown and made free of all ruts and other inequalities.

The subgrade shall be prepared only a short distance in advance of the placing of surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time the surfacing materials are placed upon it.

Placing of Materials:

The base course materials shall be placed in two courses of approximately equal thicknesses.

The first of the two courses of base course materials shall be placed at least one mile in advance of the second of the two courses. No top course materials shall be placed until both of the two courses of base course materials are in place over the entire length of the section of highway which is to be resurfaced.

Measurement and Payment:

Payment for the broken stone resurfacing constructed as specified will be made on the same basis as is specified in the standard specification for rock surfacing, except that separate payment will be made for the hauling of the materials, this separate payment to be made at the price bid per yard mile for "Hauling Broken Stone, Truck Measure".

The haul distances to be used in computing the yard miles of haul to be paid for will be the distances from the quarry to the points at which the materials are deposited, provided, however, that no payment will be made for deadhaul in excess of one mile.

The broken stone will be measured in the trucks at the point of loading. Haul distances will be measured in half-mile units, fractional half-miles to be allowed for as full half-miles.

BROKEN STONE FOR BETTERMENT AND MAINTENANCE

Work to be Done:

Under this specification, the contractor shall furnish broken stone for later use by the State in connection with betterment and maintenance operations on the section of the Roosevelt Coast Highway which is between mile point 291.16, near

Riverton, and mile point 309.16, about six miles south of Bandon.

Quality of Materials Et Cetera:

The materials to be furnished under this specification shall be of the same kind and quality as is hereinbefore specified for the materials to be furnished for the resurfacing work.

The conditions governing the acquiring and developing of the source of materials shall also be the same as apply in connection with the resurfacing work.

Sizes and Grades of Materials:

The materials shall be of three sizes or grades, which sizes or grades will hereinafter be referred to as Grade "A", Grade "B" and Grade "C".

All of each grade of material shall pass a screen having openings of a certain size, and all of each grade of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of openings in screen through which all must pass.	Size of openings in screen on which all must be retained.
Grade "C"	1½ inch, circular	3/4 inch, circular
Grade "B"	3/4 " , "	1/2 " "
Grade "A"	1/2 " , "	1/8 " , square

Places of Delivery:

The broken stone shall be delivered in stock piles on such suitable sites alongside the highway as the engineer may select and obtain. It is expected that the sites will be located about three miles apart.

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared and otherwise prepared in accordance with the instructions of the engineer.

The work involved in the preparing of the sites will be considered "extra work", and will be paid for accordingly.

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height, with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall cover as small areas as practicable.

Separate piles shall be provided for each of the different grades of materials, and the piles shall be so arranged that there will be no possibility of the different grades becoming mixed.

Quantities per Mile:

The quantities of broken stone to be furnished for each mile of highway shall be approximately as follows:

	For Betterment	For Maintenance
Grade "C"	275 cu. yds.	50 cu. yds.
Grade "B"	110 cu. yds.	100 cu. yds.
Grade "A"	215 cu. yds.	100 cu. yds.
	600 cu. yds.	250 cu. yds.

Payment for Materials Delivered in Stock Piles:

For the materials delivered in stock piles, as above provided, payment will be made at the prices bid for the following items:

1. Grade "A" Materials in Stock Pile
2. Grade "B" Materials in Stock Pile
3. Grade "C" Materials in Stock Pile

In addition to payment at these prices, the contractor will receive an allowance for hauling at the price bid per yard mile for "Hauling Broken Stone, Pile Measure". The haul distances to be used in computing this allowance will be the distances from the quarry to the respective stock pile sites, provided, however, that no payment will be made for deadhaul in excess of one mile.

The quantities of stock-piled materials to be paid for shall be determined by cross-section measurement of the completed stock piles, no allowance being made for settlement or shrinkage. The volumes to be used in computing the yard miles of hauling to be paid for shall be determined in the same manner.

The haul distances shall be measured to the nearest one-hundredth of a mile and shall be so allowed for, except in cases where the total haul distance is less than one-half mile, in which cases a full one-half mile of haul will be allowed for.

EARTH FILLER

Standard Specification to Apply:

Earth filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Source of Materials:

The materials that the contractor will be required to load, haul and incorporate in the surfacing under the item "earth filler" shall be the stone chips, stone dust and other material below one-eighth (1/8) inch in size which is to be screened from the broken stone (as hereinbefore provided), and/or sand or sand loam from such sources as the engineer may select and designate.

MISCELLANEOUS PROVISIONS

Conditions Governing the Excavation of Rock from the Quarry:

The contractor's quarrying operations shall be confined to that area which, on the accompanying sketch map, is included within the lines AB, BD, DE, EF, FG and GA. It is expected that by quarrying to a depth of fifty or sixty feet, sufficient suitable rock can be obtained within that area to produce the quantities of broken stone called for by the contract.

The property to the west of the line GH and to the north of the lines HI and IJ is property of the federal government. The contractor will be allowed to make his plant set-up on the government property, but upon completion of the work, he must remove from that property all structures, equipment, materials, debris and other matter, and he must clean the property up in a manner satisfactory to the district engineer of the U. S. Engineer Department at Large.

No overburden material or waste material of any kind shall be left by the contractor upon any area outside of the area bounded by the lines CD, DE, EF, FG and GH unless the prior written permission of the owner of the property upon which the material is to be left, has been obtained.

In case the quantity of suitable rock obtainable from the area to which the contractor's quarrying operations must be confined as above specified, fails by more than ten per cent to produce the full quantity of broken stone called for by the contract, the contractor will be allowed compensation for that proportionate part of the cost of the moving in, setting up and dismantling of the crushing plant which is properly chargeable to those of the specified quantities of materials that could not be produced by reason of the shortage in the quantity of rock obtainable.

Disposition of Rejections:

In accord with the provisions which appear on page 15 of the standard specification form under the head "Waste Materials and By-Products to be Property of State", the one-eighth inch materials screened from the broken stone shall become the property of the state, payment therefor being understood to be included in the payments to be made for the surfacing work and for the furnishing of materials in stock piles.

If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be used as filler material in the surfacing, they shall be so used, and for the loading, hauling and placing of the materials, so used, the contractor will receive payment in the same manner and at the same prices as he receives payment for any other materials furnished under the item "Earth Filler." If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be especially hauled and stock-piled, they shall be so hauled and stock-piled, and for the loading, hauling and stock-piling, the contractor will receive payment at a price of twenty-five cents ($0.25) per cubic yard, the materials to be measured in the completed stock piles, it being understood that if the materials are hauled more than one-half mile, payment will be made for the part of the haul that is in excess of one-half mile at the price bid for "Hauling Broken Stone, Pile Measure".

Use of Materials from Stock Piles:

The right is reserved by the state to use materials from stock piles before the piles have been entirely completed and measured. The quantities of materials so used shall be measured in the trucks into which they are loaded from the stock piles, but from such measurement a deduction of five (5) per cent shall be made for "swell". Payment will be made for the materials at the price which applies to the same class of materials delivered in stock pile. For the hauling of the materials from the quarry to the stock pile, payment will be made at the price bid for "Hauling Broken Stone, Pile Measure".

Use of Materials from Bunkers:

In case the State desires to have a part of the materials delivered to it in trucks at the bunkers, a part of the materials shall be so delivered. Materials so delivered shall be measured in the trucks into which they are delivered, but from such measurement a deduction of five (5) per cent shall be made for "swell". Payment will be made for the materials at the price which applies to the same class of materials delivered in stock pile.

Trucks Must Have Pneumatic Tires:

During the period from October 1, 1929, to April 1, 1930, all trucks engaged in the hauling and delivering of materials shall be trucks equipped with pneumatic tires. The use of solid tired trucks will not be permitted during that period.

ADDITIONAL SPECIAL PROVISIONS

Surety Is Liable for Claims Due Industrial Accident Commission:

Section 2991, Oregon Laws, and Section 6718, Oregon Laws as amended by Chapter 24, Laws of 1923, were amended by Chapters 136 and 137, Laws of 1929, by which later amendments claims due the State Industrial Accident Commission are protected by the bond given in connection with a contract for public improvements. Therefore, said Chapters 136 and 137, General Laws of Oregon, 1929, are by this reference thereto made parts of this agreement and of the accompanying bond, to the same extent and for the same purpose as though the conditions and requirements specified in said statutes were written herein, and the conditions and obligations provided for in said statutes shall be deemed to be a part of the conditions and obligations of said bond, and the principal and the surety on said bond hereby agree to promptly pay, as due, the claims of the Industrial Accident Commission as well as claims for material and labor.

ADDITIONAL INSTRUCTIONS TO BIDDERS

Revised Specifications and Contract Agreement Form:

The work to be done is to be done in accordance with the provisions, terms, specifications and requirements set out in the "Standard Specification and Contract Agreement Form" issued by the State Highway Commission under date of January 1st, 1929. The bidder is expected to secure for himself a copy of this form and to familiarize himself fully with all of the provisions thereof.

Revised Proposal Form:

The bidder's attention is called to the fact that the proposal form contains some instructions and provisions that did not appear in the proposal form which was in use during the year 1928. All instructions and provisions contained in the proposal form should, therefore, be read carefully.

Bidder's Bonds:

Attention is called to that clause on page 4 of the proposal form which provides that if bidder's bonds are given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements stated in that clause, as failure of compliance therewith will result in the rejection of the bid.

CONTRACT#1117,

PR 148-E Hines Mill-Burns Sec. 1929

1117

[redacted]

PR 148-E Hines Mill-Burns Sec. 1929

1117

[redacted]

148 A &
148 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

November 6, 1931

RECEIVED
NOV 7 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final vouchers submitted for Oregon Federal Aid Projects Nos. 148-A and 148-E in the amounts of $3,843.61 and $2,084.57.

The tabulation "Prorated Quantities for Construction of Bituminous Macadam on Projects No. 148-A and 148-E," accompanying the vouchers, shows the length of the bituminous macadam wearing surface on F.A.P. 148-A as 0.7 mi. and on F.A.P. 148-E as 2.7 mi. According to our records, the length of bituminous macadam wearing surface on F.A.P. 148-A is 0.068 mi. and on F.A.P. 148-E, 2.824 mi.

If the figures shown on your tabulation are the mileages of bituminous macadam constructed on these projects, please submit a statement giving the stations of the various types of surfaces as constructed.

If the figures shown in our records are correct, revised vouchers should be submitted for both F.A.P. 148-A and 148-E. This is necessary as a change in the proration basis results in minor changes in both the contract items and engineering costs throughout the vouchers.

Very truly yours,

W. H. Lynch
W. H. LYNCH
District Engineer

148 A and
148 E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 16, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your November 10, 1931, letter, we are returning herewith four copies each of the final vouchers for Oregon Emergency Federal Aid Project Nos. 148-A and 148-E.

The proration of costs should be based on the actual lengths of the various types of surfaces. The correct length of bituminous macadam wearing surface on F.A.P. No. 148-A is 0.681 miles, and on F.A.P. 148-E, 2.824 miles.

Please void and return the copy of the voucher for F.A.P. 148-A upon which our check marks appear.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

148 A and
148 E

November 10, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of November 6th, regarding the final vouchers submitted for Projects Nos. 148-A and 148-E. We are unable to check the length of bituminous macadam wearing surface, as stated in the second paragraph of your letter, for Project 148-A. The length which you have given is .068 mile, but our records show this length to be .68 mile. However, the length of bituminous macadam wearing surface on Project No. 148-E, of 2.824 miles, as stated in your letter, is correct.

Nevertheless, in prorating the quantities for constructing the bituminous macadam on the two projects, and, likewise, the prorating of engineering costs, our use of the lengths of .7 mile and 2.7 miles, as the basis of prorating, was not entirely correct, and, accordingly, if you consider the discrepancies occurring sufficient to warrant the re-writing of the vouchers, please return the copies of the final vouchers previously sent to you and we will recompute them, using the correct basis of prorating.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/HR.

PR 14FE

October 1, 1931.

Mr. H. B. Glaisyer, Secretary
State Highway Commission,
Office.

Dear Sir:

In preparing to final one of our federal aid projects, we find that Contractor C. E. Silbaugh failed to complete his contract for the surfacing of the Hines Mill-Burns Section within the specified time limit, and authorized extensions thereof.

Before we can claim final payment from the Bureau of Public Roads, it will be necessary for the Highway Commission to grant an extension of time sufficient to cover the completion of the work. For your information in connection with the obtaining of this extension, we will state that the contract involved is Contract No. 1117; that it was awarded to C. E. Silbaugh of Burns, Oregon on September 10th, 1929; that the specified date of completion was December 31st, 1929; that a time extension to April 15th, 1930 was granted without penalty, and that the work was finally completed on May 29th, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KR

Ton

#1117
13CD

1A148E

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS *and* BURGLARY INSURANCE
1017 Main Street
BOISE, IDAHO

WALTER S. BRUCE & CO., Inc.
General Agents

Aug 28th, 1930

RECEIVED
AUG 30 1930
OREGON
STATE HIGHWAY COMMISSION

Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

This will acknowledge receipt of your letter of August 25th, addressed to the Portland office of the Fidelity and Deposit Company of Maryland, and by them referred to us, as the bond mentioned therein on behalf of Morrison-Knudsen Company was executed by that office at our request.

This in reference to State Highway Contract No. 1117 for the construction of the Mountain Rest-Little Beech Creek Section of the Pendleton-John Day Highway in Grant County. We thank you for the information.

Very truly yours,
WALTER S. BRUCE & CO., INC.

By Geo. C. Walker
Secy.

PR148E

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

RECEIVED
[illegible] 22 1930
OREGON

In reply please
refer to File No. Ore.F.A.P. 148-E

Post Office Building
Portland, Oregon.

July 21, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
[illegible]. J. Caufield
Highway Engineer

Encl.

Jon

3.

Appr 6135

[illegible] Federal Aid Project No. 148, Section E.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 20, 1929, by the State Highway Commission of Oregon, and on December 3, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 148, Section E; and

WHEREAS, the said State Highway Commission has requested that the plans, specifications and estimates approved for said Section E be revised to provide for the construction of a multiple lift bituminous macadam surfacing over the entire length thereof, and by reason thereof has requested that the estimate of cost approved for said Section E be increased from $32,076.00 to $49,645.75, and that the Federal funds approved and set aside to the credit of said Section E be increased from $19,960.89 to $30,894.55:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section E be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said

urveys, plans, specifications and estimates and the sum of thirty thousand, eight hundred ninety-four and 55/100 dollars ($30,894.55) as the share of the United States payable under said act on account of Section E of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of thirty thousand, eight hundred ninety-four and 55/100 dollars ($30,894.55), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, six hundred forty-five and 75/100 dollars ($49,645.75), the approved total estimated cost of Section E of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of May, 1930, and the Secretary of Agriculture on the 30th day of June, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By____________________
Chairman, State Highway Commission

By C E Gates
Member, State Highway Commission

By Robert W Sawyer
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon F.A.P. 148-E.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1645+00 at the east end of Section A of said project in the N.E¼ of Sec.26, T.23 S., R.30 E., W.M., approximately 1.4 miles west of the city limits of Burns, and survey station 1790+00 at the intersection of Monroe and First Streets in Burns, locally known as the Hines Mill-Burns Section of the Central Oregon Highway, Federal Aid Route No. 12 between Bend and Burns, Harney County, and designated in the records of this Department as Section E of Project No. 148, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 49,645.75 in lieu of the $19,960.89 approved by Certificate of Dec.3, 1929, as the total estimated cost of Section E of said project, and the sum of $ 30,894.55 as the share of the United States, payable under said acts on account of Section E of such project, which does not exceed the authorized Federal pro rata share ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 30th day of June one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

For your information we wish to advise that the total amount paid on this co[illegible], and which will include the [illegible] final payment will be $43,514.73. Of this amount $219.78 was for force account work.

#1117
138D

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

PR148E

July 2, 1930

By

H. B. Glaisyer,
Chief Clerk.

National Surety Company,
W. B. Gilham, Agent,
Corbett Building,
Dict. by J. McFarland.
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1117 for the construction of the Hines Mill-Burns Section of the Central Oregon Highway in Harney County, consisting of 2.74 miles of surfacing has been completed by the contractor, C. E. Silbaugh, and that final settlement will be made by the State with said contractor for work done under said contract on or after July 12th, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract and which will include the above final payment will be $43,514.73. Of this amount $219.78 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR# 148-E

July 1, 192[illegible].

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are submitting herewith copies of the price agreement and supplemental specifications for the change in specifications on Projects 148-A and 148-B, which was made necessary by the fact that the top of the base macadam did not set-up as well as was expected, and, for that reason, was not sufficiently well bound to receive the bituminous wearing surface without the special treatment which the said price agreement and supplemental specifications provide for.

We are also submitting copies of the price agreement under which the contractor was required to furnish No. 5 Road Oil in the construction of the bituminous macadam wearing surface in place of asphalt, which change in specifications was made necessary by the fact that a very late spring was experienced in the vicinity of the projects concerned, and the weather continued so cold that asphalt would not give as satisfactory results as the slower hardening road oil.

Revised estimates in which the supplemental prices provided for in the price agreements above referred to are included, will be found herewith. Revised typical cross-section sheets are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

Oregon State Highway Department Project No. 149-E.

HINES MILL - BURNS SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Substitute estimate for vouchering. Based on contract prices)

Salem, Oregon, July 1, 1930.

Grading and Surfacing

9,000 cu. yds.	Common Excavation	$0.50	$4,500.00
800 cu. yds.	Intermediate Excavation	0.70	560.00
200 cu. yds.	Solid Rock Excavation	1.00	200.00
2,000 yd. sta.	Overhaul (Exc. Materials)	0.03	60.00
8,000 yd. mi.	Truck Haul (Exc. Materials)	0.25	2,000.00
30 cu. yds.	Cement Rubble Masonry	10.00	300.00
300 lin. ft.	12" Corr. Galv. Iron Pipe	2.00	600.00
200 lin. ft.	18" " " " "	3.00	600.00
120 lin. ft.	24" " " " "	4.00	480.00
6,600 cu. yds.	Base Course Resurfacing	2.25	14,850.00
1,800 cu. yds.	Top " "	2.25	4,050.00
1,200 cu. yds.	Earth Filler	0.30	360.00
2,400 yd. mi.	Filler Haul	0.25	600.00
			$29,160.00

Bituminous Macadam Aggregate (Furn. under Surfacing Contract)

550 cu. yds.	Grade "A" Materials in Stock Pile	2.25	1,237.50
450 cu. yds.	Grade "B" " " " "	2.25	1,012.50
1,300 cu. yds.	Grade "C" " " " "	2.25	2,925.00
			$5,175.00

Bituminous Macadam Wearing Surface

2.8 miles	Preparation of Base Macadam	150.00	420.00
60 M-Gal.	Sprinkling	3.00	180.00
2,300 cu. yds.	Placing mineral aggregate	1.70	3,910.00
3,700 yd. mi.	Hauling mineral aggregate	0.25	925.00
172 tons	No. 3 Oil in Place (Supplemental bid)	31.00	5,332.00
2.8 miles	Additional prep. of base macadam (Supplemental bid)	50.00	140.00
			$10,907.00
	Sub-total		$45,242.00
	10% Engr. & Cont.		4,524.20
	Total - - - - -		$49,766.20

Length of Project 2.824 miles.
Cost per mile $17,622.59.

Form 180—H-6288—3M—6-27.

COPY

O[illegible]N STATE HIGHWAY DEPARTM

PRICE AGREEMENT

6

Applying to Extra Work and Extra Material

Job Vale Oiling Project

Highway Old Oregon, John Day and Central

Date June 4, 19[illegible]

County Malheur and Harney

Contract No. 1154

Contractor J. C. Compton

Price Agreement No.

Address McMinnville

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Substitute #3 Oil for "E" Grade Asphalt on Unit "B" of Section 5.

Location by station numbers: 1616 plus 75 to 1795 plus 54,
Hines Hill-Burns Unit.

Names of pay items, estimated quantities and agreed prices: 210 tons at $31.00 per ton - $6510.00.
In lieu of 210 tons "E" Grade Asphalt at $32.50 - $6825.00.

Specifications, basis of measurement and other provisions: Same as those in Special provisions of Contract #1154 on Pages 22 to 24 inclusive. The Unit of Measurement to be the same as specified for #3 Oil in the special provisions of Contract #1154.

(Use back of sheet if more space is required)

Recommended for approval:

H. E. Stiffler (Sd)
Resident Engineer.

Signed:

J. C. Compton (Sd)
Contractor.

Recommended for approval:

H. C. Smith (Sd)
Division Engineer.

Approved:

Roy A. Klein (Sd)
State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit five copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

Form 189—B-6288—2M—9-27.

COPY

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job Vale Oiling Project

Highway

Date May 19, 19[illegible]

County Malheur and Harney

Contract No. 1164

Contractor J. C. Compton,

Price Agreement No.

Address McMinnville, Oregon.

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Change in specifications as noted.

Location by station numbers: Burns - Sage Hen Hill Section.

Names of pay items, estimated quantities and agreed prices: Price of $50.00 per mile for cleaning and placing rock now on the roadway over aplication of oil.

Call this item "Binding Work Involved in Oil Binding of Base Macadam."

Specifications, ~~basis of measurement and other provisions:~~ See attached sheet.

(Use back of sheet if more space is required)

Recommended for approval:

W. W. Stiffler (Sd)

Resident Engineer.

Signed:

J. C. Compton (Sd)

Contractor.

Recommended for approval:

H. C. Smith (Sd)

Division Engineer.

Approved:

Roy A. Klein (Sd)

State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit five copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

COPY

Preparation of Base:

The preparation of the base by means of the M-1 specification shall be eliminated, otherwise the preparation of base shall be as specified.

Salvaging the Mineral Aggregate on the Roadway on both Units A and B, Section 6:

The coarser portion of the loose mineral aggregate now on the roadway shall be salvaged and used in the following manner:

#1 The coarser portion of the loose material shall be bladed on one half the width of the roadway after which the remaining half shall be thoroughly swept and cleaned. The coarser portion of the mineral aggregate shall again be moved over upon the half of the roadway that has just been swept after which the second half shall be thoroughly swept and cleaned.

#2 An application of #3 road oil at the rate of 1/4 gallon per square yard shall then be made upon the clean half of the roadway and shall immediately be covered by the coarse mineral aggregate by means of blade graders so manipulated that the wheels will not come in contact with the oil. The remaining half shall again be swept clean followed by an application of #3 road oil and covered by the excess loose aggregate in place on the remaining half of the roadway. Additional material shall be spread and hand spotted to give a complete cover of stone after which the mineral aggregate shall be thoroughly broomed and rolled and allowed to stand under traffic four or five days.

Alteration in Plan Applying Particular to Unit B, Section 6.

This section involves the construction of a bituminous macadam, type B-2, and the construction shall proceed in accordance with the contract specification with the following exceptions:

The excess mineral aggregate placed upon the application of oil made as above described shall be removed by blading and brooming after which a tack coat of .15 gallons per square yard of grade E asphalt shall be made.

Specifications Applying Particularly to Unit A, Section 6:

#1 The excess mineral aggregate placed on top of the first coat of oil, placed as above described, shall be removed by blading and brooming until the surface is thoroughly cleaned.

#2 An application of .35 gallons per square yard of #3 road oil shall be made followed by a spread of .015 cubic yards per square yard of stone hauled from stockpiles. This shall be bladed, broomed, hand spotted and rolled in accordance with the method as given in the contract.

Measurement and Payment:

Measurement and payment shall be made in accordance with the items of the contract prices as described in the special provisions attached to the contract with the exception of the item of "Salvaging Mineral Aggregate" for which no price was given in the original contract. The quantity to be paid for at the supplementary price bid for "Salvaging Mineral Aggregate" shall be the number of miles of the work necessarily performed in the cleaning of the mineral aggregate now on the roadway surface by blading and brooming and the covering of the first application of oil with the coarser, cleaner particles of mineral aggregate by blade graders. The amount of salvaging of the mineral aggregate shall be understood to be the number of miles or fractions thereof on which this type of work is performed in accordance with the Supplementary Provisions as given herewith. Fractional miles shall be measured in one-tenth mile units.

FORM 3-H-1 [illegible] 5000 5-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR #148-E

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 10, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Herewith find a delayed order for Extra Work #2 for clearing stock pile sites on the Hines Mill-Burns Section.

This is in accordance with the terms of the contract, that the contractor would be paid extra work for clearing stock pile sites.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

RECEIVED
JUN 11 1930
OREGON
STATE HIGHWAY

FORM 3-M-1 8-14638 1500 12-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR 148E

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 10 1930
OREGON
STATE HIGHWAY COMMISSION

June 9, 1930.

PR #

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Hines Mill-Burns.

Attention: Mr. Probert

Dear Sir:

Grading & Surf.

In forwarding the Final Estimate of the Hines Mill-Burns Section, I will call your attention to the overrun which occurred in common excavation and on 36" cast iron culvert pipe.

The Sage Hen Hill-Burns Section stopped at station 1652 because that portion of the road was unsurfaced. That from 1652 to Burns had been surfaced by the Herrick Lumber Company when they secured permission to change the highway alignment around their mill pond. As this was only done a few years before, I thought that portion between the mill and Burns could be re-topped with a slight amount of local gravel and treated with a light oil mix, but owing to the intensive traffic caused by the construction of the enlarged Hines project and new addition, it was decided to resurface this Hines Mill-Burns Section..Owing to the shortness of time, we were unable to make an actual survey of the amount of material necessary to widen the roadbed to the adopted standard, or to get definite information from Stafford, Derbes & Roy concerning their method of handling the drainage around the new townsite. They finally decided to concentrate the drainage into several large ditches which necessitated the installation of several long double 36" pipes. As this has not been anticipated, it caused considerable over-run on pipes.

As very little widening had been done under the Sage Hen Hill-Burns contract, it was found necessary to place considerable widening between stations 1617 and 1652 to make this conform to the rest of the section towards Burns, in preparation for the bituminous macadam which was to be laid from material

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 9, 1930.

Mr. Probert: -2- 6/9/30 -- Re:Hines Mill-Burns.

crushed under the Hines Mill-Burns Section.

The amount of material used in widening this roadbed has been kept to an absolute minimum, and a considerable amount more has been placed by the Hines and Stafford, Derbes & Roy people, themselves. They are continually laying out new streets, and they will be compelled to build up several of the turnouts to a still greater width.

200 cubid yards of rock dust was purchased for the purpose of sealing the bituminous macadam, for which a Price Agreement is attached. Price Agreement is also attached for 600 cubic yards of shoulder material at 30¢ per cubic yard. This is used in place of common excavation and was used to straighten up small waves in the shoulder line after the contractor had disposed of his grading equipment. He preferred to give us this material at the filler price rather than assemble his grading equipment that handled this part of the grading.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Smi-

PR148E

Form 39—D14454—2500—11-29

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date June 6, 1930

Job name Hines Mt-Burns

Week from May 30 to June 6

Mail address Burns

Highway Central Oregon

Telegraph or telephone address "

County Harney Job prefix 13PD

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Oiling crew on 23BA has been working all week and contractor on 13PD finished last week as no more Head Walls are needed.

Party on 13PD semi-final estimate which will be finished to-morrow, 23BA and 13V6. Mr. Farmer wired for estimate on shortening haul from proposed gravel pit which would mean building bridges at too great a cost for saving in haul.

RECEIVED
JUN 11 1930
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed Tom Gedal

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 3.32

Miles completed

Miles completed except finishing

Total cubic yards in project 17774.8

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned nil

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 3.72

Miles completed

Miles partially done

Total cubic yards in project 11372.4

Cubic yards produced to date nil

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 13PD *Percentage* 25%
2. 13BA *Percentage* 65%
3. 13VG *Percentage* 10%
4. .... *Percentage*

PR 1482

Form 39—D14454—2500—11-29

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 30, 1930

Job name Hines Mill - Burns

Week from May 23 to May 30

Mail address Burns

Highway Central Oregon

Telegraph or telephone address "

County Harney Job prefix 13 PD

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has finished Job except Head Wall; and part of piling crew arrived to-day, expecting to start piling about June 3rd

Party on 13PDS 13 V.G.

Job is finished unless more head walls are wanted which Mr. Stoller suggested I take up with the Dist.

RECEIVED
JUN 3 1930
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed Tom Opedal

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project [illegible]

Miles completed

Miles completed except finishing

Total cubic yards in project 1116

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .71

Miles completed

Miles partially done

Total cubic yards in project 11116

Cubic yards produced to date 11116

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week 3 *men,*

.... *teams,* 1 *trucks*

Project will be completed about

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 13 PO *Percentage* 11
2. 13 UF *Percentage* 11
3. .... *Percentage*
4. .... *Percentage*

148-E

April 11th, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement, covering the Hines Hill-Burns Section, Project No. 148 E.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. H. Nash : TP
Enc.

Oregon State Highway Department

Project No. 148-E

HINES MILL-BURNS SECTION OF THE CENTRAL OREGON HIGHWAY

IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, April 8, 1930.

Grading and Surfacing

9,000 cu.yds	Common Excavation	.50	$4,500.00
800 cu.yds	Intermediate Excavation	.70	560.00
200 cu.yds	Solid Rock Excavation	1.00	200.00
2,000 yd.sta.	Overhaul (Exc. Matls.)	.03	60.00
8,000 yd.mi.	Truck Haul " "	.25	2,000.00
30 cu.yds	Cement Rubble Masonry	10.00	300.00
300 lin.ft	12" Corr. Galv. Iron Pipe	2.00	600.00
200 lin.ft	18" ditto	3.00	600.00
120 lin.ft	24" ditto	4.00	480.00
6,600 cu.yds	Base Course Resurfacing	2.25	14,850.00
1,800 cu.yds	Top Course Resurfacing	2.25	4,050.00
1,200 cu.yds	Earth Filler	.30	360.00
2,400 yd.mi.	Filler Haul	.25	600.00

Bituminous Macadam Aggregate (Furn. under Surfacing Contract)

550 cu.yds	Gr. "A" Matls. in St. Pile	2.25	1,237.50
450 cu.yds	Gr. "B" Matls. in St. Pile	2.25	1,012.50
1,300 cu.yds	Gr. "C" Matls. in St. Pile	2.25	2,925.00

Bituminous Macadam Wearing Surface

2.8 Miles	Preparation of Base Macadam	150.00	420.00
60 M-Gals	Sprinkling	3.00	180.00
2,300 cu.yds	Placing Min. Aggregate	1.70	3,910.00
3,700 y.mi.	Hauling Min. Aggregate	.25	925.00
165 tons	Asphalt in Place	32.50	5,362.50
		Sub-total	$ 45,132.50
		10% E. & C.	4,513.25
		Total	$ 49,645.75

Length of Project 2.824 miles
Cost per Mile $17,579.93

State Funds Available	$18,751.19
Federal Aid Requested	30,894.56
	$49,645.75

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, 1920 Laws
State Funds for Maintenance: Chapter 41, Laws 1927.

148-E

February 21, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications for the construction of the bituminous macadam wearing surface on the Hines Hill-Burns Section, Project 148-E; and five sets of special provisions are likewise enclosed.

We are sending under separate cover five blue print copies of the typical cross-section sheet.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department   Project No. 148-E.

HINES MILL-BURNS SECTION OF THE CENTRAL OREGON HIGHWAY
IN HARNEY COUNTY

(Estimate to accompany bituminous macadam wearing surface specifications. Not as basis for modified agreement.)

Salem, Oregon, February 21, 1930.

Bituminous Macadam Aggregate (Furnished under Surfacing Contract).

550 cu.yds	Gr. "A" Matls. in Stock Pile	2.25	$1,237.50
450 cu.yds	Gr. "B" Matls. in Stock Pile	2.25	1,012.50
1,300 cu.yds	Gr. "C" Matls. in Stock Pile	2.25	2,925.00

← this should be [illegible] on MA&T See Suppl. agreement

Bituminous Macadam Wearing Surface:

2.8 Miles	Preparation of Base Macadam	100.00	280.00
60 M-Gals	Sprinkling	2.00	120.00
2,300 cu.yds	Placing Mineral Aggregate	1.15	2,645.00
3,700 yd.mi.	Hauling Mineral Aggregate	.40	1,480.00
165 Tons	Asphalt in Place	37.00	6,105.00
		Sub-total	$ 15,805.00
		10% Engr. & Cont.	1,580.50
		Total	$ 17,385.50

Length of Project 2.824 miles
Cost per Mile $6,257.34

State Funds Available	$ 6,566.51
Federal Aid Requested	10,818.99
	$17,385.50

HINES MILL-BURNS SECTION

Oregon Federal Aid Project No. 148-E

UNIT PRICE ANALYSIS

Bituminous Macadam Wearing Surface

Item	Cost per Cu.Yd.
Supervision & Overhead	$ .15
Spreading and rolling	.60
Set-up and dismantle plant	.10
Traffic control	.05
Delays	.10
	$1.00
15% Profit	.15
	$1.15

Asphalt

	Cost per Ton
Cost F.O.B. Burns	$ 23.20
Heat, Haul and Spread	7.00
Overhead and supervision	2.16
	$ 32.16
15% Profit	4.84
	$ 37.00

Oregon State Highway Department Project No. 148-E.

HINES MILL-BURNS SECTION OF THE CENTRAL OREGON HIGHWAY

IN HARNEY COUNTY

(Estimate to accompany bituminous macadam wearing surface specifications. Not as basis for modified agreement.)

Salem, Oregon, February 21, 1930.

Bituminous Macadam Aggregate (Furnished under Surfacing Contract).

550 cu.yds	Gr. "A" Matls. in Stock Pile	2.25	$1,237.50
450 cu.yds	Gr. "B" Matls. in Stock Pile	2.25	1,012.50
1,300 cu.yds	Gr. "C" Matls. in Stock Pile	2.25	2,925.00

Bituminous Macadam Wearing Surface:

2.8 Miles	Preparation of Base Macadam	100.00	280.00
60 M-Gals	Sprinkling	2.00	120.00
2,300 cu.yds	Placing Mineral Aggregate	1.15	2,645.00
3,700 yd.mi.	Hauling Mineral Aggregate	.40	1,480.00
165 Tons	Asphalt in Place	37.00	6,105.00
	Sub-total		$ 15,805.00
	10% Engr. & Cont.		1,580.50
	Total		$ 17,385.50

Length of Project	2.824 miles
Cost per Mile	$6,257.34

State Funds Available	$ 6,566.51
Federal Aid Requested	10,818.99
	$17,385.50

HINES HILL-BURNS SECTION

Oregon Federal Aid Project No. 148-E

UNIT PRICE ANALYSIS

Bituminous Macadam Wearing Surface

Item	Cost per Cu.Yd.
Supervision & Overhead	$ .15
Spreading and rolling	.60
Set-up and dismantle plant	.10
Traffic control	.05
Delays	.10
	$1.00
15% Profit	.15
	$1.15

Asphalt

	Cost per Ton
Cost F.O.B. Burns	$ 23.20
Heat, Haul and Spread	7.00
Overhead and supervision	2.16
	$ 32.16
15% Profit	4.84
	$ 37.00

#1117
.130D

PP148E

February 14, 1930

National Surety Company,
525 Corbett Building,
Portland, Oregon.

Attention: W. B. Gilham, Dist. Mgr.

Gentlemen:

Receipt is acknowledged of your letter of yesterday relative to extension of time on C. E. Silbaugh contract No. 1117 - Hines Mill-Burns Section of the Central Oregon Highway in Harney County.

Please be advised that we have your letter of January 8th in which you consent to the time limit on this contract being extended 30 days. However, we never received Mr. Silbaugh's formal application to accompany the consent of surety so the matter has never been acted upon by the Highway Commission.

According to our records this contract is approximately 81% complete at the present time. In order to keep our records complete we would prefer to have the time limit extended to cover all the time necessary for the contractor to complete all the actual work on the project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1117

Joel Rathbone, Vice Chairman *Wm. B. Joyce, Chairman* *E. A. St. John, President*

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

PHONE ATWATER 2191

New York.

A. G. BARRY
COUNSEL

W. B. GILHAM
DISTRICT MANAGER
R. J. RUSSELL
ASSISTANT MANAGER

BRANCH OFFICE FOR OREGON
523-25 CORBETT BUILDING
PORTLAND, OREGON

Feb. 13, 1930

Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon

RE: Bond #3892673 - (R-214512) - C. E. Silbaugh
Contract Bond

Dear Mr. Klein:

Referring to the contract bond furnished behalf Mr. C. E. Silbaugh, covering contract #1117 for improvement of Hines Mill-Burns Section of the Central Oregon Highway, Harney County, Oregon.

In the early part of January this contractor was granted a thirty day extension from January 1, 1930. Ordinarily this extension would expire on or about January 31, 1930.

It appears that just about the time the extension was granted the weather conditions became so severe that it was necessary to suspend operations. I am advised that it has not been possible to resume the work, and same has not [illegible] by the resident engineer.

Please advise whether or not it will [illegible]ssary for the contractor to secure a further extension of time [illegible]h to complete the contract, or are you going to grant addition[illegible] due to the bad weather delay?

I expect that Mr. Silbaugh will be in this office about the end of this week, and your usual prompt attention will be appreciated.

Yours very truly,

W. B. Gilham,
DISTRICT MANAGER

WBG:RS

We bond more people than any other company in the world.

Joel Rathbone, Vice Chairman *Wm. B. Joyce, Chairman* *E. A. St. John, President*

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

PHONE ATWATER 2191

New York.

A. G. BARRY
COUNSEL

W. B. GILHAM
DISTRICT MANAGER

R. J. RUSSELL
ASSISTANT MANAGER

BRANCH OFFICE FOR OREGON
523-25 CORBETT BUILDING
PORTLAND, OREGON

[illegible]

Jan. 6, 1930

ATTENTION: Roy A. Klein, State Highway Engineer

Oregon State Highway Commission,
Salem, Oregon

RE: #3892673 (R-214512) C. E. Silbaugh
Contract Bond

Gentlemen:

The National Surety Company, as surety on the above bond of C. E. Silbaugh, covering Contract #1117 for improving the Hines Mill-Burns Section, on the Central Oregon Highway in Harney County Oregon, hereby consents to a 30 day extension of time from January 1, 1930.

Yours very truly,

National Surety Company,

By W. B. Gilham,
Resident Vice President

Attest: R. J. Russell
Resident Ass't Secretary

WBG:RS

We bond more people than any other company in the world.
We own and operate New York Indemnity Co., writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

Joel Rathbone, Vice Chairman *Wm. B. Joyce, Chairman* *E. A. St. John, President*

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

PHONE ATWATER 2191

New York

A. G. BARRY
COUNSEL

W. B. GILHAM
DISTRICT MANAGER

R. J. RUSSELL
ASSISTANT MANAGER

BRANCH OFFICE FOR OREGON
523-25 CORBETT BUILDING
PORTLAND, OREGON

Jan. 8, 1930

C. E. Silbaugh,
Burns, Oregon

RE: #3893673 (R-214513) - C. E. Silbaugh
Contract Bond

Dear Mr. Silbaugh:

It now appears that the consent of surety referred to in my letter of January 6, was sent direct to the State Highway Engineer's Office at Salem, instead of being enclosed with the letter to you.

I am sending copy of this letter to Mr. Klein, and assume that you are now making application for extension of time.

With very best wishes, I remain

Yours very truly,

W. B. GILHAM

DISTRICT MANAGER

WBG:RS

We bond more people than any other company in the world.
We own and operate New York Indemnity Co., writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

FORM S-M-1 D-14636 1500 12-28

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

PR 148 E

February 6, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Baldock

Dear Sir:

Herewith please find Price Agreement signed by C. E. Gilbaugh to cover the purchase of the 600 additional cubic yards of "C" material which you wanted on the Hines Mill-Burns Section. He reduced the price 25¢ per yard to off-set the cost of installation.

Very truly yours,

H. G. Smith

Division Engineer.

HGS:OW
Encl.

RECEIVED
FEB 7 1930
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 - 1930
OFFICE OF
MAINTENANCE ENGINEER

E

FP 148E

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. F.A.P. 148-E

Post Office Building
Portland, Oregon.

Dec. 11, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L J Caufield
L. J. Caufield,
Highway Engineer.

Mon

A4pr 6135

Form P. R. 2
State Oregon
Project No. 148, Section E.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of September, 1929 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of December, 1928, a project statement, which was approved by the Secretary on the 2nd day of April, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section E of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of August 1929, and approved by the Secretary on the 3rd day of December, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, nine hundred sixty and 89/100 dollars ($19,960.89) as the share of the United States payable under said act on account of Section E of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 17, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1645+00 at the east end of Section A of said project in the N.E. ¼ of Sec.26, T.23 S., R.30 E., W.M., approximately 1.4 miles west of the city limits of Burns, and survey station 1790+00 at the intersection of Monroe and First Streets in Burns, terminal points, a distance of 2.824 miles, known locally as the Hines Mill-Burns Section of the Central Oregon Highway, Federal Aid Route No. 12 between Bend and Burns, Harney County, being Section B of Oregon Federal Aid Project No. 148.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of nineteen thousand, nine hundred sixty and 89/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-two thousand, seventy-six and 00/100 dollars, the approved total estimated cost of Section B of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~...~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....~~
~~(State or county) (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(b) By the ________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ________________
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 3rd day of December, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By ________________
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ________________
(Title of officer)

By ________________
(Title of officer)

[SEAL]

C. F. Marvin
ACTING Secretary of Agriculture.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1645+00 at the east end of Section A of said project in the N.E.¼ of Sec.26, T.23 S., R.30 E., W.M., approximately 1.4 miles west of the city limits of Burns, and survey station 1790+00 at the intersection of Monroe and First Streets in Burns, locally known as the Hines Mill-Burns Section of the Central Oregon Highway, Federal Aid Route No. 12 between Bend and Burns, Harney County, and designated in the records of this Department as Section E of Project No. 148, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $32,076.00 as the total estimated cost of Section E of said project, and the sum of $19,960.89 as the share of the United States, payable under said acts on account of Section E of such project, which does not exceed the authorized Federal pro rata share ~~per cen~~t of said total estimated cost.

Done at the city of Washington, this 3rd day of December one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

C F Marvin
Acting Secretary of Agriculture.
148

FORM 3-M-1 D-12466 1000 8-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR148E

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON
December 11, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Price Agreement.
Hines Mill-Burns Section.

RECEIVED
DEC [illegible] 1929
OREGON
[illegible] COMMISSION

Dear Sir:

Herewith please find price agreement for $3210.00 for the installation of 428 lineal feet of 36" corrugated iron pipe on the Hines Mill-Burns Section.

This revision of the plans was made necessary by the construction of four large drainage ditches across the highway to protect the new townsite of Burns; two of these ditches requiring double pipes.

This is a rather unusually large order for pipe, but I have checked the run-off very carefully with the patrolman who has been on the job many years, and find that the spring run-off had caused a great deal more bother than I had realized. I knew that a great deal of trouble was annually experienced on the Sage Hen Section, but I did not realize that quite so much bother was of an annual occurance on the Hines Mill-Burns Section.

At the time the estimate was made out for this job, the Stafford, Derbes & Roy people had made no provision for protecting this townsite from the water from the numerous canyons, and consequently these pipes did not get provided for in the estimate.

An order for extra work is also attached to provide for the removal of the existing culverts which the reorganization of the drainage will render incorrectly placed.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encls.

PR 148E

October 14, 1920.

Mr. C. E. Zilbaugh,

Burns, Oregon.

Dear Sir:

We hand you herewith for your record and files an executed copy of the contract which was recently awarded to you by the State Highway Commission for 2.74 miles broken stone surfacing of the Hines Mill-Burns Section, Central Oregon Highway, in Harney County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. GLAISYER,
Chief Clerk.

HBG:ECH.

PR148E

October 11, 1929.

Mr. H. G. Smith,
Division Engineer,
State Highway Department,
Box 908,
La Grande, Oregon.

Dear Sir:

Acknowledgment is made of your letter of October 1, 1929, relative to the proposed improvement on Monroe and South Streets in the city of Burns on the route of the Central Oregon Highway, with particular reference to the improvement of this section as a part of the Hines Mill-Burns surfacing project.

Cutting the northwest corner at the junction of these two streets with Miller Avenue and thereby modifying the curve at the present angle in the road would be a very helpful improvement. Of course, flatter curves would be more desirable, but I appreciate the difficulty of securing any more property at this time when values are, of course, quite inflated over their true worth. The price of $1500 seems a good deal to pay for the small, triangular strip which you have marked out, but perhaps it can not be helped. In any case, I think it advisable to insist that the city at least secure this right of way before our surfacing is laid through Monroe and South Streets.

Very truly yours,

State Highway Engineer.

RAK:HI

DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. AWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 1, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attached please find profile of the portion of the City of Burns showing a portion of land which I requested the City to acquire in order to reduce the dangerous condition at Miller Avenue.

It had been my hope to get a more extensive improvement at this place, but I find that it is quite impractical owing to the inflated values of property in this vicinity; in fact, in their estimates to secure the small triangle which I have designated, will cost about $1,500.00.

I would like your suggestions as to the adequacy of this improvement before definitely requesting them to purchase it, as the sum involved is considerable for such a small tract of ground, and I would not wish to encourage them to do anything which would not prove permanent or satisfactory.

Very truly yours,

HGSmith

Division Engineer.

HGS:OW
Encl.

Form 30—D-12237—4M—4-29.

P.R148E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Oct 5, 1929

Job name Hines Mill-Burns
Week from Sept 28 to Oct 5

Mail address Burns

Highway Central Oregon
Telegraph or telephone address "

County Harney
Job prefix 13PD
Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has Quarry site about ready, and about 5000 C.Y. widening material on road. Work progressing nicely

Party on 13PD -13PC & 13W4D.

OCT 9 - 1929
OREGON

(See back of this sheet for instructions and detailed information)

Signed Tom Speidel

Title Act Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.70
Miles completed
Miles completed except finishing
Total cubic yards in project 10000
Cubic yards moved to date 5000
Miles covered by contractor's forces 1.3
Miles cross-sectioned 2.0
Miles cross-sections completed and checked
Miles to be remeasured
Number men in Engineering Party
Contractor's average force for week .... men,
.... teams, ... steam shovels
Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 2.74
Miles completed —
Miles partially done —
Total cubic yards in project 4000
Cubic yards produced to date —
Average daily yardage produced this week —
Average daily yardage necessary to complete on time
Contractor's average force for week 10 men, (Gus Sheppl)
2 teams, 4 trucks
Project will be completed about Dec 31, 1937
Number of men in Engineering Party 6

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week .... men,
.... teams, ... trucks
Job will be completed about
Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 13PD Percentage 50
2. 13PC Percentage 45
3. 13MAD Percentage 05
4. .... Percentage

Oregon State Highway Department Project No. 148-B.

HINES MILL-BURNS SECTION OF THE CENTRAL OREGON HIGHWAY

IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, September 19, 1929.

9,000 cu.yds	Common Excavation	$ .50	$ 4,500.00
800 cu.yds	Intermediate Excavation	.70	560.00
200 cu.yds	Solid Rock Excavation	1.00	200.00
2,000 yd.sta.	Overhaul (Excavated Matls)	.03	60.00
8,000 yd.mi.	Truck Haul (Excavated Matls)	.25	2,000.00
30 cu.yds	Cement Rubble Masonry	10.00	300.00
300 lin.ft	12" Corr. Galv. Iron Pipe	2.00	600.00
200 lin.ft	18" Corr. Galv. Iron Pipe	3.00	600.00
120 lin.ft	24" Corr. Galv. Iron Pipe	4.00	480.00
6,600 cu.yds	Base Course Resurfacing	2.25	14,850.00
1,800 cu.yds	Top Course Resurfacing	2.25	4,050.00
1,200 cu.yds	Earth Filler	.30	360.00
2,400 yd.mi	Filler Haul	.25	600.00
		Sub-total	$29,160.00
		10% Engr. & Cont.	2,916.00
		Total	$32,076.00

Length of Project 2.824 miles

Cost per mile $ 11,358.35

State Funds Available	$ 12,115.11
Federal Aid Requested	19,960.89 (62.23%)
	$ 32,076.00

State Funds for Constr. - Chap. 17, Laws 1917; Chap. 31, Laws 1920.

State Funds for Maint. - Res. Aug. 7, 1917; Chap. 237, Laws 1917.

September 18, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Hines Mill-Burns Section, Project 140-E.

You will recall that the low bidder on this project was C. R. Johnson, who submitted his bid with the qualification that the surfacing materials be furnished from the Stafford, Derbes and Ray Pit. Upon investigation, however, the materials from this pit were found to be unsatisfactory, and the contract was awarded on September 10, to C. E. Silbaugh.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. M. Nash/AP
Encl.

PR148C

September 19, 1929.

State Industrial Accident Commission,

Building.

Gentlemen:

On Aug. 29, 1929, the State Highway Commission received bids for the surfacing of the Hines Mill-Burns Section of the Central Oregon highway in Harney County.

The award of the contract for this work was held up pending investigation. Such investigation has now been made and the contract for this work has been awarded C. E. Silbaugh.

Will you please advise us if Mr. Silbaugh has accepted the provisions of the Oregon Workmen's Compensation act?

Thanking you kindly for this information, we are,

Very truly yours,

ROY A KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict by HBG-EGH

FORM 8-M-1 8-11255 8M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

PR148E

August 28, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

The budget for the Hines Mill-Burns Section should include $1,000.00 for sprinkling.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Oregon State Highway Department Project No. 168-E

HINES MILL-BURNS SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, August 19, 1929

9,000 cu. yds.	Common Excavation	$ .30	$ 2,700.00
800 cu. yds.	Intermediate Excavation	.50	400.00
200 cu. yds.	Solid Rock Excavation	1.50	300.00
2,000 yd. sta.	Overhaul (Excavated Matls.)	.05	100.00
8,000 yd. mi.	Truck Haul (Excavated Matls.)	.25	2,000.00
30 cu. yds.	Cement Rubble Masonry	12.00	360.00
300 lin. ft.	12" Corr. Galv. Iron Pipe	2.00	600.00
200 lin. ft.	18" Corr. Galv. Iron Pipe	3.00	600.00
120 lin. ft.	24" Corr. Galv. Iron Pipe	4.00	480.00
6,600 cu. yds.	Base Course Resurfacing	2.20	14,520.00
1,800 cu. yds.	Top Course Resurfacing	2.20	3,960.00
1,200 cu. yds.	Earth Filler	.30	360.00
2,400 yd. mi.	Filler Haul	.20	480.00
	Sub-total		$26,860.00
	10% Engr. & Cont.		2,686.00
	Total		$29,546.00

Length of Project,	2.824 miles
Cost per mile,	$10,462.46

State Funds Available,	$11,159.53	
Federal Aid Requested,	18,386.47	(62.23%)
	$29,546.00	

August 20, 1928

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate accompanying plans and five sets of special provisions covering the Hines Mill-Burns Section, Project No. 148-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Incl.
Dict. by J. H. Nash/AF

FORM 3-M-1 D-11283 3M 1-29
COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 148E

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 10, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

In regard to the standard section to be used on the Hines Mill-Burns project, I beg to advise that I had in mind the class "A" standard 24' roadbed, giving a width of twenty-six feet between shoulders, with a 1½ to 1 slope. It was my thought that some material could be obtained from the borrow pits over a portion of the project, and that the rest should be hauled in. I allowed 4,000 yard miles of truck haul on the project.

The paving being placed in Burns covers Second Street and one block on each side street, and I was informed by a telegram from Mr. Opedal that this would also be placed on Monroe, which was the reason for my stopping the gravel on First Street. It would be agreeable with me for you to incorporate a clause to eliminate the danger of obtaining an excessive amount of sand in the top course. In fact, I had no preconceived ideas of the proper specifications for screened gravel surfacing which is to be oiled in the near future, as we have used screened gravel very little as a resurfacing material. Possibly Mr. Baldock would have some modifications to suggest for the specifications which I submitted.

Owing to the short notice which I had to prepare these specifications, I did not consider it advisable to take the time to remeasure the fills, and consequently the yardage is more or less approximate. The highway from Burns to the Hines mill will, of course, be practically a city street and a wider section would be very appropriate. The average fill between stations 1645 and 1700 is about two feet, and between 1700 and 1770, about one foot. Therefore, in case you wish to use the wider section, an approximation of the ~~condition~~ of yardage can be based upon these fill heights and the quantities changed accordingly.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Probert [illegible] 26' Section with 6' shldrs

VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 6, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Hines Mill-Burns Resurfacing.

Dear Sir:

I am submitting specifications for the Hines Mill-Burns Section of the Central Oregon Highway as requested in your recent letter. These specifications allow for alternate bids on crushed rock or screened gravel. If the work be let at the present time, I would recommend that broken stone be chosen if satisfactory bids are obtained, that is, below the engineer's estimate.

If the bids are unreasonable, and favorable bids are submitted on screened gravel, I believe that adequate surface could be made from that material which would be suitable for a job of mixed oil next summer.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

ER, PORTLAND, CHAIRMAN
TES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 6, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention; Mr. Probert

Dear Sir:

In a recent Letter from Mr. Klein, he suggested that it was advisable to resurface the section between the Hines Mill and Burns on the Central Oregon Highway; consequently, I am submitting specifications for alternate bids on screened gravel and broken stone.

I believe the grade should be widened to twenty-six feet with an eighteen foot surface. In case this project is approved, will you make the necessary sketch map and typical sections.

No quarry has been selected as it is expected that Wren & Greenough will bid on the job using their present quarry, and that the contractors for the Burns paving will bid, using their quarry. Therefore, the specifications provide for the contractor to furnish the quarry. The screened gravel is available at a commercial pit and consequently that has been designated as the source of supply with a requirement that the contractor furnish the material.

Very truly yours,

H G Smith

Division Engineer.

HGS:OJ
Encl.

8/6/29

Harney County,
Central Oregon Highway,
Hines Mill-Burns Section,
2.8 miles, resurfacing.

Screened Gravel

Estimate of Costs by H. G. Smith, Division Engineer.

Common Excavation	4000 cu yds	.30	$1,200.00
Intermediate Excavation	800 cu yds	.50	400.00
Solid Rock Excavation	200 cu yds	1.50	300.00
Overhaul	1000 yd sta.	.05	50.00
Truck Haul	4000 yd. mi.	.25	1,000.00
Cement Rubble Masonry	30 cu yds	12.00	360.00
12" Corr. Galv. Iron Pipe	200 lin.ft.	2.00	400.00
18" Corr. Galv. Iron Pipe	100 lin.ft.	3.00	300.00
24" Corr. Galv. Iron Pipe	80 lin.ft.	4.00	320.00
Screened Gravel Base Resurfacing	6000 cu yds	1.30	7,800.00
Screened Gravel Top Resurfacing	3000 cu yds	1.30	3,900.00
Screened Gravel Maintenance	300 cu yds	1.30	3,900.00
Earth Filler	2000 cu yds	.30	600.00
Filler Haul	4000 yd. mi.	.20	800.00
			$21,330.00
Plus 10% for contingencies and engineering costs			2,133.00
			$23,463.00

9,0 [illegible]

42

785

Based on 15% profit to contractor.

8/6/29

Harney County,
Central Oregon Highway,
Hines Mill-Burns Section,
2.8 miles, resurfacing.

BROKEN STONE

Estimate of Costs by H. G. Smith, Division Engineer.

Common Excavation	9000 X 4000	cu yds	.30	$1,200.00
Intermediate Excavation	800	cu yds	.50	400.00
Solid Rock Excavation	200	cu yds	1.50	300.00
Overhaul	1000	yd sta	.05	50.00
Truck Haul	8000 4000	yd mi.	.25	1,000.00
Cement Rubble Masonry	30	cu yds	12.00	360.00
12" Corr. Galv. Iron Pipe	200	lin ft	2.00	400.00
18" Corr. Galv. Iron Pipe	100	lin ft	3.00	300.00
24" Corr. Galv. Iron Pipe	80	lin ft	4.00	320.00
Base Course Resurfacing	6000	cu yds	2.20	13,200.00
Top Course Resurfacing	2000	cu yds	2.20	4,400.00
Grade "A" Maint. Materials	1000	cu yds	2.20	2,200.00
Grade "BC" Maint. Materials	1000	cu yds	2.20	2,200.00
Grade "D" Maint. Materials	100	cu yds	2.20	220.00
Earth Filler	2000	cuyds	.30	600.00
Filler Haul	4000	yd mi.	.20	800.00
				$ 27,950.00
Plus 10% for contingencies and engineering costs				2,795.00
				$ 30,745.00

4200 penetration
34545.

~~18~~
20'

2½% below 11¢,

Based on 15% to contractor.

Total
[illegible]

6600 [illegible] 7" [illegible] 23 [illegible] miles
1800 [illegible] 1" - minus
C - 1½ 1
1X
225
275
3870

11.0 (save rejections)

August 6, 1929.

SPECIAL PROVISIONS

Hines Mill-Burns Section

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon at ten o'clock A. M. (10:00 A. M.) on the twenty-ninth day of August, 1929.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 2.8 miles of screened gravel or broken stone surfacing on the Hines Mill-Burns Section of the Central Oregon Highway in Harney County, and the furnishing of ~~[illegible] cubic yards of broken stone~~ material for use by the state in connection with maintenance operations. The work includes, also, about 5000 cubic yards of roadbed widening and regrading work, this part of the work being in the nature of preliminary preparation for the surfacing work.

The west end of the project is at station 1645 about 2.8 miles west of Burns, and the east end of the project is at station 1790.

DATE OF COMPLETION

The work to be done under the contract shall be completed by not later than ~~November 30~~ Dec 31, 1929.

REGRADING WORK

The regrading work to be done under this contract consists of the widening of the roadbed to the widths and cross section shown on the plans, and the extending of the existing pipe culverts.

Clearing and Grubbing:

The contractor will be required to perform clearing and grubbing work only within such areas as are to be occupied by embankments and by excavations (including borrow pits).

Payment for clearing and grubbing shall be understood to be included in the payments to be made for the excavation and embankment items.

Culvert Pipe:

The corrugated galvanized iron pipe included among the bid items is intended for use in making extensions to existing pipe culverts.

The prices bid for the pipe shall be understood to include and cover the making of the necessary excavations, the removing of the headwalls from the pipes to be extended, the furnishing and placing of the new pipe, the joining of the new lengths of pipe to the old pipe by means of suitable collars, and the backfilling around the new pipe.

Excavation and Embankment Construction:

For the excavation of materials in connection with roadbed widening, payment will be made at the prices bid for the following items:-

1. Common Excavation
2. Intermediate Excavation
3. Solid Rock Excavation

The prices bid for these items shall be understood to include and cover the placing of the materials in embankment as required, with the proviso, however, that whatever haul is in excess of three hundred (300) feet will be paid for at the price bid for station yards overhaul and yard miles truck haul. Where, on account of the adjacent residential development, it would be inadvisable to enlarge the existing borrow pits, material will be hauled in from the nearest available source of supply.

SURFACING

Alternate bids will be received for Broken Stone Surfacing or Screened Gravel Surfacing.

Re-

BROKEN STONE SURFACING

Standard Specifications to Apply:

The broken stone resurfacing shall be constructed in accordance with the standard specification of "Rock Surfacing" as the same is given on page 28 of the standard specification form, except as this standard specification is hereinafter supplemented and qualified.

Payment for the salvaging of the old surfacing materials and the incorporation of them in the resurfacing as specified, shall be understood to be included in the payments to be made for the new broken stone furnished and used in the work, and no separate payment will be made for it.

MATERIALS FOR MAINTENANCE AND BETTERMENT PURPOSES

Standard Specification to Apply:

The materials to be furnished for use by the State in connection with maintenance and betterment operations, shall be furnished in accordance with the standard specification for "Materials for Maintenance Purposes" as the same is given on page 32 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Sizes and Grades of Materials:

The materials shall be of three size or grades, which sizes or grades will hereinafter be referred to as Grade "A" and Grade "BC" and Grade "D".

All of each grade of material shall pass a screen having openings of a certain size, and all of each grade of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings in Screen through which all must pass.	Size of Openings in Screen on which all must be retained
Grade "D"	2½ inch, circular	1 inch, circular
Grade "BC"	1 " "	1/2 " "
Grade "A"	1/2 " "	1/8 " , square

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall cover as small areas as practicable.

Measurement and Payment:

The maintenance materials furnished and stockpiled as specified will be measured and paid for as specified in the standard specification for "Materials for Maintenance Purposes."

For Grade "A" materials, payment will be made at the price bid for "Grade 'A' Materials in Stock Pile". For Grade "BC" materials, payment will be made at the price bid for "Grade 'BC'

Materials in Stock Pile". For Grade "D" materials, payment will be made at the price bid for "Grade 'D' materials in stock pile."

Payment for maintenance materials will be understood to include the furnishing, ~~xxxx~~ hauling, and stock piling of broken stone or crushed gravel in accordance with the fore-going specifications.

The maintenance materials will be measured in the completed stock piles.

Materials which are to be delivered in stock piles, shall be delivered upon stock pile sites to be selected by the engineer. These piles shall be located in the immediate vicinity of station 1694.

used. Materials from other sources shall be used only with the approval of the Engineer.

Overburden shall be removed far enough in advance of the excavation of resurfacing materials to preclude possibility of its becoming mixed with those materials.

Sizes of Materials:

The screened gravel to be used in the resurfacing work shall be of two sizes, viz: Base course screened gravel and top course screened gravel.

Base course screened gravel shall all pass a screen having two and one-half (2½) inch circular openings. ~~It need not contain any material passing a screen having one and one-half (1½) inch circular openings, but it shall be well graded from the two and one-half (2½) inch size to the minimum size of one and one-half inch or less.~~ It shall be well graded from maximum size to dust.

Top course ~~broken stone~~ screened gravel shall all pass a screen having one (1) inch circular openings. It shall be well graded from the one (1) inch size to dust.

Quantities Per Mile:

In general, the screened gravel resurfacing work will require 2400 cubic yards of base course materials, and 1000 cubic yards of top course materials per mile. The distribution of materials will be subject to reasonable variation by the engineer, however, to suit conditions as they are encountered during the progress of the work.

Preparation of Subgrade:

Before spreading the new surfacing materials, the contractor shall scarify the existing gravel surfacing and respread in such a manner and width as to form a suitable sub-base for the new surfacing. The regraded section will provide shoulders sufficient height to form a trench of such depth that after the surfacing is completed , the position of the surfacing with reference to the earth shoulders will be as indicated in the plan.

Measurement and Payment:

The quantity of surfacing to be paid for shall be the number of cubic yards of screened gravel base resurfacing, Screened Gravel Top resurfacing, and Screened Gravel Maintenance furnished, delivered and incorporated in the work. Payment will be made at the unit price bid per cubic yard for"Screened Gravel Base Resurfacing", "Screened Gravel Top Resurfacing", and Screened Gravel Maintenance".

The unit price bid shall be understood to cover preparation of subgrade, processing, furnishing, hauling, spreading, and compacting materials, the trimming and finishing of shoulders, and all other work involved in the construction of a finished surfacing, at the grade and to the cross section indicated on the plans and in accordance with these provisions.

MAINTENANCE MATERIALS

Work to be Done:

Under this item, the contractor shall furnish, haul and deposit in suitable piles, materials to be used in future maintenance work.

Materials:

Materials for maintenance shall be of the same kind and quality as specified for materials for use in gravel top.

The maintenance materials will be measured in the completed stock piles.

Materials which are to be deliveredin stock piles, shall be delivered upon stock pile sites to be selected by the engineer. These piles shall be located in the immediate vicinity of station 1694.

The right is reserved to make such variations in the stock pile locations and in the quantities to be stockpiled at each site, as the engineer may deem necessary. In case, however, such variations decrease or increase the average haul on the stock piled maintenance materials when the hauls (both contemplated haul and actual haul) are computed in half-mile units from the source of materials, an adjustment for the variation in haul will be made at the rate of twenty cents ($0.20) per yard mile, quantities to be measured in the completed stock piles and the adjustment to be made in favor of the contractor or against him, depending upon whether the variation has increased or decreased the haul.

EARTH FILLER

Standard Specification to Apply:

Earth filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

~~Kind and Source of Materials:~~

~~The materials that the contractor will be required to load, haul and incorporate in the resurfacing under the item "earth filler" shall be the~~

MISCELLANEOUS PROVISIONS

Blading Equipment:

For the performance of the blading work incidental to the construction of the surfacing as herein specified, the contractor shall have in operation during the whole of the time that construction is in progress, all of the following blading equipment, and such additional equipment of that kind as may be necessary to produce the specified results.

1. One two-horse blade grader.
2. One heavy tractor drawn grader equipped with rubber tires, and with a blade at least eight feet in length.
3. One heavy power grader or truck drawn grader equipped with rubber tires and with a blade at least eight feet in length.
4. One heavy scarifier, or a suitable scarifier attachment for the heavy tractor drawn grader listed above.

The equipment shall be in good condition when brought on the work, and shall be maintained in good repair at all times. The power units shall be entirely adequate for the work which they are to perform.

The work to be performed by each piece of blading equipment and the portions of the work upon which each is to be operated, shall at all times be as the engineer may direct.

Trucks Loads to be Leveled:

To enable accurate measurement of those materials which are to be measured in trucks, the materials in each truck load shall be struck off or otherwise brought to a leve surface. This work shall be done by the contractor at the point at which the trucks are loaded.

PR 147E

Hines Mill-Burns Section

Item No.	Item		Unit Price	Amount
1.	Common Excavation	9,000 cu.yds		
	For -	per cu. yd	$ -.30	$ -2,700.00
2.	Intermediate Excavation	800 cu.yds		
	For -	per cu. yd	$ -.50	$ - -400.00
3.	Solid Rock Excavation	200 cu.yds		
	For -	per cu. yd	$ 1.50	$ - -300.00
4.	Overhaul (Excavated Materials)	2,000 yd.sta		
	For -	per yd.sta	$ -.04	$ - - 80.00
5.	Truck Haul (Excavated Materials)	8,000 yd. mi		
	For -	per yd. mi	$ -.25	$ -2,000.00
6.	Cement Rubble Masonry	30 cu.yds		
	For -	per cu. yd	$12.00	$ - -360.00
7.	12-inch Corr. Galv. Iron Pipe	300 lin.ft		
	For -	per lin.ft	$ 2.00	$ - -600.00
8.	18-inch Corr. Galv. Iron Pipe	200 lin.ft		
	For -	per lin.ft	$ 3.00	$ - -600.00
9.	24-inch Corr. Galv. Iron Pipe	120 lin.ft		
	For -	per lin.ft	$ 4.00	$ - -480.00
10.	Base Course Resurfacing	6,600 cu.yds		
	For -	per cu. yd	$ 2.30	$15,180.00
11.	Top Course Resurfacing	1,800 cu.yds		
	For -	per cu. yd	$ 2.40	$ -4,320.00

Hines Mill-Burns Section

Item No.	Item	Unit Price	Amount
12.	Grade "A" Materials in Stock Pile 800 cu.yds For - - - - - - - - - - - - - - - - - - - per cu. yd	$2.50	$ 2,000.00
13.	Grade "B" Materials in Stock Pile 600 cu.yds For - - - - - - - - - - - - - - - - - - - per cu. yd	$2.40	$ 1,440.00
14.	Grade "C" Materials in Stock Pile 1,200 cu.yds For - - - - - - - - - - - - - - - - - - - per cu. yd	$2.35	$ 2,820.00
15.	Earth Filler 1,200 cu.yds For - - - - - - - - - - - - - - - - - - - per cu. yd	$ .50	$ 600.00
16.	Filler Haul 2,400 yd. mi For - - - - - - - - - - - - - - - - - - - per yd. mi	$ .20	$ 480.00

Estimated bid price	
~~[illegible]~~	$ 34,360.00
10% Engineering & contingencies	3,436.00
State force sprinklers	1,000.00
Budget for job	$ 38,796.00

PR148E

July 27, 1929

H. G. Smith,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Receipt is acknowledged of a copy of your letter of July 23 to Judge Sawyer in response to his inquiry regarding the oiling of the Central Oregon Highway from Burns to the Hines Mill.

I agree with your statements as to the undesirability of attempting an oil job on the present surface and also your comments on the cost of oiling a short section like this with the attendant high freight charges on equipment moving in and out.

This improvement was brought up by Judge Sawyer at the Commission meeting on July 25th and I strongly urged the Commission, if an improvement was desired between these points, that consideration be given to the resurfacing of the project at this time. I brought up the point that on at least a portion of the project there had been some discussion as to the advisability of lowering the present grade and paving that portion of the highway passing through the new townsite north of the Hines Mill. Therefore the matter was in a somewhat unsettled state. I understand, however, that they have recently given up the previous idea in which event the way would be clear for us to put on a gravel surfacing project.
I recall that when the improvement of the Sage Hen Hill project was considered that you stated that local gravel could be secured in Burns with a short haul when it was considered desirable to continue the improvement into Burns. I would like to have your report on this project again covering the unit between the south end of the pavement in Burns and the north end of the Sage Hen Hill project in the vicinity of the Hines Mill.

I think this should be considered on the basis of an 18' roadway with ample thickness to afford a stable foundation and sufficient material in stock piles for an oil job later. I anticipate that some grade widening would be required also. If we could handle this promptly in time for the August letting on the 29th, we might possibly have the benefit of a competitive bid from Wyman & Greenough and also from the contractors at work on the city streets in Burns. Of course, if the city of Burns improvement project extends beyond the foot of Main Street, we would not want to take over any improvement which they had contemplated. At one time I understood that in addition to the pavement they considered some gravel surfacing on some of their streets. You will, of course, be governed by the extent of their plans in our contemplated improvement.

Very truly yours,

RAK:S

State Highway Engineer

cc Mr. Baldock

M-1 C-7378 1000 1-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

July 23, 1929.

Mr. Robert W. Sawyer,
State Highway Commissioner,
Imperial Hotel,
Portland, Oregon.

Dear Sir:

In response to your inquiry as to the advisability of the oiling the road from Burns to the Hines mill; I beg to advise that this road is constructed of local gravel, part of which was placed by the Fred Herrick Lumber Company a few years ago during the reconstruction of the highway around the mill pond. A road of this character is of course too poorly bound to stand the enormous amount of industrial traffic using this road at the present time. I understand that the Hines people are hauling about twelve thousand yards of gravel for concrete over this road to the mill, in addition to the other traffic.

While the road is standing this unusual haulage as well as could be expected, it is rather dusty and has started to ravel quite badly in a few spots.

Most of the workmen employed at the mill seem to be living in town, which causes some hundred or more cars to rush over the highway about five o'clock in the evening. The dust at this time is disagreeable and might even be considered dangerous.

Owing to the number of holes where the crust is broken and where the material has loosened up to a considerable depth, it does not appear that it would be feasible ~~to feasible~~ to depend upon a light dust palative coat of oil to remedy the situation. We have used this method very little in this state, but it would not be successful where the road is in such a condition.

In case oiling is decided upon, I would prefer to loosen up the road and put down an oil mix of about two inches thickness. I think possibly this would stand the industrial haulage this fall, but, of course, it can not be expected to go through next spring in a very satisfactory condition, especially if the heavy trucking continues.

We had rather contemplated adding some new material next spring and possibly putting down an oil mix, which would,

Commissioners
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Mr. Robert W. Sawyer,--2--7/23/29.

no doubt, prove satisfactory, but we have been hesitant about oiling here this year owing to the extreme hauling conditions and the almost certainty of getting a short lived job. This will give a very bad impression of oil in the Burns locality and we dislike to invite the adverse criticism.

There is a portion of Stewart's oiling equipment stored in the La Grande Shops so that, no doubt, a crew could be organized to do the work. This will necessarily have to be shipped by rail as the roads entering Burns are very rough for heavy equipment.

A job of mixed oiling will cost about $1,000.00 per mile, exclusive of the costs of moving in and out. The distance is practically three miles.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

cc Roy A. Klein. ✓

MAYOR:
G. N. Jameson
COUNCILMEN:
J. M. [illegible]ostlets
Chas. E. Dillman
W. F. Oltman
George M. Shaw
RECORDER:
Maurice Schwartz

CITY OF BURNS

BURNS, OREGON

TREASURER:
T. L. Miller
CITY ATTORNEY:
J. S. Cook
WATER SUPT:
R. E. Cole
MARSHAL:
W. G. Bardwell
FIRE MARSHAL:
R. E. Drake

May 9, 1929

Mr. Roy Kline,
Sec'y State Highway Commission
Salem, Oregon.

Dear Mr. Kline:

In Re: Change location Central Oregon Highway through Western Portion of Burns.

The above matter came before the City Council of Burns last night at its regular meeting upon a resolution whereby it was sought to express the sentiment of the council as being opposed to the proposed change.

The council felt that they did not want to do anything which might in any way be construed as an interference with the business of the State Highway Commission or to do anything which might alter the friendly relations existing between the commission and the Council, and therefore no action was taken upon the resolution. The Council did, however, ask the writer to communicate with you upon the subject of such change and that is the occasion of this letter.

The change above referred to is, as we understand it, that which is being recommended by the Bureau of Public Roads to the State Highway Commission in order to straighten and to some extent shorten such highway in the western portion of the city.

Quite naturally, as long as such highway has been located where it now exists, more or less property has been acquired by individuals along the same by reason of such location, and to some extent places of business have been located thereon for the same reason.

It is therefore assumed by the Council and probably goes without saying, that to a great extent these parties would be injured by a relocation of the highway, thus throwing that property and business off of the regular highway.

[illegible]mieson
COUNCILMEN:
J. M. [illegible]ailets
Chas. E. Dillman
W. F. Oltman
George M. Shaw
RECORDER:
Maurice Schwartz

CITY OF BURNS

BURNS, OREGON

TREASURER:
T. L. Miller
CITY ATTORNEY:
J. S. Cook
WATER SUPT:
R. E. Cole
MARSHAL:
W. G. Bardwell
FIRE MARSHAL:
R. E. Drake

Mr. Roy B. Kline,-2.

As stated before it is not the intention of the Council to interfere in the least with the action of the Commission in this matter, but the council does feel and has directed the writer of this letter to ask the Commission to give the matters mentioned every consideration to the end that no one be injured by a relocation of such highway, and especially in view of the fact that the same has been in its present location for a number of years and people have acquired rights and property along the highway wholly by reason of such location.

Trusting that these matters will be thoroughly invested by the Commission before acting in this matter, I have the honor to remain,

Very truly yours,

Mayor.

[illegible], PORTLAND, CHAIRMAN
[illegible]ATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

NOTED
State Highway Engineer

File
Hines Mill - Burns

RECEIVED
MAY 9 1929
OREGON
STATE HIGHWAY COMMISSION

May 8, 1929.

Mr. R. A. Klein,
State Highway Department,
Salem, Oregon.

Dear Sir:-

I have a telegram from Burns protesting against any change in the Central Oregon Highway through Fairview Addition to Burns. Will you please let me know what change is proposed and the reasons for it?

Truly yours,

Robert W. Sawyer

, PORTLAND, CHAIRMAN
ES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

RECEIVED
MAY 1 1929
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

April 30, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Addition to Burns.

Dear Sir:

During last week I made an inspection of the proposed addition to Burns being started by Stafford, Derbes & Roy. Mr. Hawkins made the request that permission be given to lower the highway grade in front of their property. As their plans were very indefinite I preferred that they be worked out in detail and submitted to us before we made any decision in the matter. There is considerable frost action on this section of the highway and it would be a rather poor policy from that point of view to lower the grades. However, it is hard to see how the highway could be converted into a one-hundred foot wide boulevard and the connections made to the side streets without some adjustment to the grade.

There is also considerable drainage during chinooks which has filled our borrow pits to capacity, so that it would seem that they are apt to find a more serious drainage problem than they anticipated.

Their ideas in this improvement seemed to be to start on a small scale near the mill and work towards town. That portion of the highway abutting their improvement this year would not amount to more than one-thousand feet. However, in lowering the grade it will be necessary to change the highway between grade breaks even though it extends over a considerable distance.

Mr. Hawkins did not seem thoroughly familiar with street work but seemed rather a structural engineer who was there for the purpose of erecting the houses. He spoke of the possibility of hiring Mr. Gould of Bend to make the surveys for the layouts and profiles for the drainage.

Their plans seem rather vague at the present time, but I will endeavor to keep in touch with Mr. Hawkins and report further when their plans are more fully developed.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

(Copy sent to Judge Sawyer)

112-5f

April 22, 1929.

Mr. H. G. Smith,
Division Engineer,
State Highway Department,
Box 908,
La Grande, Oregon.

Dear Sir:

While in Portland on Saturday, Mr. Barnes, who has figured prominently in timber matters around Burns, told me that an engineer named Hawkins was now in Burns working for the firm of Stafford, Derbes & Roy, who are the owners of the new townsite between the city of Burns and the new Hines mill. He stated that it was their purpose to lay out all of that property as a townsite, using our highway as the principal avenue, and that their plans contemplated paving on our highway and, for that reason, they wanted to cut down our roadbed and thus lower the grade so that the ditches could be filled and curbs and sidewalks put in. I take it from Mr. Barnes' conversation that they are contemplating a complete drainage system, which would, of course, be necessary under such a plan.

If carried out as Mr. Barnes indicated, it would be a very large improvement, and we would not want to stand in the way of it. However, of course, it would be understood that we are not prepared to put any money into it and in his conversation he did not indicate that any cooperation would be expected or asked of us.

I had it in mind that if this project goes through, we should look into the possibilities of eliminating or modifying the jogs in the highway coming out of Burns to the south. Will you please arrange to get in touch with Mr. Hawkins yourself within the next week, or if that is not convenient, arrange to have Mr. Bishop see him so that you can get the information as to their plans at first hand.

Very truly yours,

State Highway Engineer.

RAK:HI

CONTRACT# 1119,

SEE:

CONTRACT# 1091,

1119 SEE: Contract 1091

CONTRACT# 1120,
1156, 1160,

PR 139-P am ilgard 1930-1931

1120.115

Folder # 2

137B

January 24, 1935

Mr. H. G. Smith
Office

Dear Sir:

Please arrange to familiarize yourself with the Homer Johnson claim, Kamela-Hilgard job, and discuss it with me, if possible, Saturday.

Mr. Johnson will be in the office at 9:00 A. M., Monday, January 28. Be sure and be here because I want to dispose of this matter at that time.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 30, 1933.

1378

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

We are returning your file on the Kamela-Hilgard Section, contract #1156, Homer Johnson contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. W. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 2-H-1 13061 500 1-34

Commissioners
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

FA-139B

May 22, 1934.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I have your letter of May 21st relative to price agreements covering surplus material stockpiled at the east end of Glover Flat by Homer Johnson on his contract #1156.

I find from various records in this office, such as weekly reports, inventories and estimates, that a total of 6,599 cubic yards of excess material size 1½"-1/8" was stockpiled by Homer Johnson on the Kamela-Hilgard Section. Of this amount 2,857.2 yards were stockpiled at the Bodie crushing site and was covered in a price agreement dated 12/8/30.

A total of 3741.8 yards of excess material size 1½"-1/8" was stockpiled at the Glover Flat quarry and was suppose to have been purchased for $1.00 per cubic yard under a price agreement dated 7/15/31. This price agreement was mailed to Mr. Johnson together with some force account bills, but according to our records Mr. Johnson never executed the price agreement which called for payment in the amount of $3741.80.

Of the total of 6,599 yards stockpiled, 3,304 yards were used for shoulders on the Kamela-Hilgard Section during bituminous macadam construction by J. C. Compton. 351 yards were used in the construction of a short section of B-3 bituminous macadam near Five Points, and a total of 1925 yards are now in stock pile at the two sites. This leaves a difference of 1,019 yards which has most probably been used as pavement patching material, additions to shoulders and other necessary maintenance operations during the past three years. It is quite evident that 6599 yards were stockpiled and as the material is very suitable for either shoulder rock or pavement patching rock, the material is well worth the price of $1.00

NOTED
State Highway Engineer

551 500 1-34

OMMISSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 22, 1934.

IN REPLY PLEASE REFER TO FILE NO.

per cubic yard. It therefore appears that Mr. Johnson is entitled to payment for the 3,741.8 yards stockpiled at Glover, and it is also evident that he received payment for the 2,857.2 stockpiled at Bodie.

If there is any other information you wish in regard to this matter, I will be pleased to make a further search for you.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

FORM 8-M-1 14270 500 3-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

139-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 14, 1934.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

I am enclosing copy of a Price Agreement executed with Homer Pohnson relative to payment for surplus material stockpiled on the Kamela-Hilgard Section.

This is the only price agreement relating to payment for materials that we have record of.

Very truly yours,

WCWillia

Division Engineer.

WCW:OG
Encl.

The agreement desired is for 3,741.8 cu. yds. of 2½"-½" crushed rock in stock pile @ $1.00

3M—3-30.

OREGON STATE HIGHWAY DEPARTMENT

COPY

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job Kamela-Hilgard

Highway Old Oregon Trail **Date** December 8, 1930

County Union & Umatilla **Contract No.** 1156

Contractor Homer G. Johnson **Price Agreement No.**

Address Kamela, Oregon

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Payment for surplus materials, size 1½" - 1/8", produced during the operation of quarry near Bodie.

Location by station numbers: Stock Pile, adjacent to the south side of embankment, Sta.151 to Sta.153.

Names of pay items, estimated quantities and agreed prices: 1½" - 1/8" Materials in Stock Pile

For One Dollar per cu.yds.

2,500 cu.yds. at $1.00 = $2,500.00

Specifications, basis of measurement and other provisions: Materials, to which this agreement applies, shall be understood to include only the stock pile, which is described herein. Quantities of materials to be paid for, to be measured in the completed stock pile.

(Use back of sheet if more space is required)

Recommended for approval:

Jos. G. Toole (Sd.)

Resident Engineer.

Signed:

Homer G. Johnson (Sd.)

Contractor.

Recommended for approval:

H. G. Smith (Sd.)

Division Engineer.

Approved:

Roy A. Klein (Sd.)

State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit five copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

OTT, CHAIRMAN, PORTLAND
. WASHBURNE, EUGENE
S. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Oct. 7, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Homer G. Johnson,
c/o Donelly Hotel,
Yakima, Washington.

Dear Sir:

Several weeks ago, our resident engineer, Mr. Jos. G. Toole submitted to you for execution a price agreement and some force account bills relating to your contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail. Since that time, Mr. Toole has written to you and has endeavored several times to reach you by telephone to urge the execution and return of the documents so that the final estimate and pay voucher for the Kamela-Hilgard work might be issued.

If there is some reason why the price agreement and force account bills referred to cannot be signed and returned, please advise; otherwise, kindly take care of the matter by returning the papers to Mr. Toole at Hermiston.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert
Office Engineer

SHP:WC
cc H. G. Smith
Jos. G. Toole

COTT, CHAIRMAN, PORTLAND
S. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COPY

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
La Grande, Oregon
September 30, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. Probert

Dear Sir:

Answering your letter of September 23rd requesting that Homer Johnson expedite the return of the price agreement and force account bills on the Kamela-Hilgard Surfacing, I beg to advise that Mr. Johnson has been furnished these bills, but he has not signed nor returned them. Mr. Johnson left his address as the Donelly Hotel, Yakima, Washington, but we are unable to get in touch with him there, or anywhere else where they referred us. We had considerable trouble all through the job in getting Mr. Johnson to sign anything after he had agreed to it, and in this instance it is impossible to get in personal touch with him to insist that the documents be signed.

I would suggest that you advise him by letter that the estimate is being held in the Salem office pending the receipt of these force account bills and price agreements.

Attached is a letter from Mr. Toole explaining the trouble he has gone to in an endeavor to secure Mr. Johnson's signature.

Very truly yours,

H. G. Smith (Sgd)

Division Engineer.

HGS:OW
Encl.

ERS
SCOTT, CHAIRMAN, PORTLAND
. WASHBURNE, EUGENE
. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

COPY

September 23, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Division Highway Engineer,
La Grande, Oregon

Dear Sir:

In his letter to you under date of August 1st, relative to the Kamela-Hilgard Surfacing Project, a copy of which letter was sent to us, Resident Engineer Toole states that a price agreement and some force account bills are being held up awaiting the contractor's signature.

As we seem not to have received the price agreement and the force account bills referred to, we are writing to request that the submission of these documents be expedited. The final estimate to the contractor has already been held up several days awaiting receipt of the same.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc J. G. Toole, Hermiston, Oregon.

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

Hermiston, Oregon
Aug. 1, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Division Engineer
La Grande, Ore.

Dear Sir:

I am sending you this date by express the final records and estimate for the surfacing of the Kamela-Hilgard project.

The records are as follows:

99 Material Receipt Books
39 Platted X-section sheets for stock piles
1 Book of Field Notes for stock pile
1 Book of Tabulation sheets

Enclosed please find final estimate and summary.

Price agreement for surplus materials near quarry at the east end of Glover Flat and some force account bills are being held up awaiting the contractor's signature. Expect to be able to submit these in a few days.

Very truly yours,

Jos. G. Toole
Resident Engineer

cc S. H. Probert

139B

June 7, 1933

Mr. Homer G. Johnson
Imperial Hotel
Portland, Oregon

Dear Sir:

I have carefully reviewed your communication of April 22 in which you outline various claims for extra compensation on your contract No. 1156, project No. 1245, for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union County, contract awarded February 27, 1930. This careful examination discloses that there is no merit in any of your claims and; in consequence, they will be denied.

Very truly yours

State Highway Engineer

RHB:HI

(File in Mr. E. [illegible])

FORM S-M-1 2979 3M 10-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 19, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldokk,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

With reference to claim of Homer Johnson on contract No. 1156, Kamela-Hilgard Section, I am enclosing a letter from Mr. Stiffler covering conversation he had with Homer Johnson pertaining to this work, and correspondence relative to equipment furnished Homer Johnson and rejection of force account. It is probable that you have most of your correspondence in your own files, but I am forwarding this for your comparison. Will you kindly return the correspondence file when you have completed your study of it.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW
Encls.

cc R. H.Baldock.

MAY 22 1933

FORM S-M-1 5838 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 18, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Re: Kamela-Hilgard Surfacing
Contract #1156.

Attention: Mr. H. G. Smith

Dear Sir:

Reference is made to your letter of May 15th to W. C. Williams, Division Engineer, relative to a claim presented by Homer G. Johnson for additional compensation due for work performed on contract #1156.

With particular reference to paragraphs 4, 5 and 6, I wish to advise that no attempt was made by myself to interpret the special provisions of work contemplated under contract #1156 while escorting prospective bidders over the proposed surfacing construction on the Kamela-Hilgard Section of the Old Oregon Trail. The principal reason for not attempting to interpret these provisions was that arrangements were under way at that time for my succeeding Mr. J. N. Bishop as Resident Maintenance Engineer of the Baker district now known as Maintenance District #42 with headquarters at Baker. Therefore all bidders on this project, Mr. Johnson included, were informed of the fact that I would not be resident engineer during the construction of the surfacing.

The attention of all prospective bidders was called to the special provisions for surfacing the Kamela-Hilgard Section as it was felt some were not thoroughly familiar with all the details required in the modern method of water bound macadam construction, and I am therefore quite certain no opinion was rendered by myself as to whether or not the grading contractor or the surfacing contractor would perform the minor grade changes where the existing grade did not deviate from the profile grade more than six to nine inches. However, I do recollect mentioning the fact that if the surfacing construction were properly coordinated with the finish grading by Mr. E. L. Gates that there was the possibility if traffic were not exposed to an unsurfaced roadbed for too great a length of time, that possibly the major portion of the grade changes having from six to nine inches in variation, could be performed by the grading contractor rather than the surfacing contractor. The above

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

arrangement of handling these grade changes was not proposed nor recommended by myself, merely mentioned as being the possible arrangement that could be affected by the resident engineer supervising the construction of the surfacing, if the two operations, surfacing and grading, were properly coordinated.

One other fact which would tend to dispute Mr. Johnson's statement contending that the principal object of the Special Provisions requiring the surfacing contractor to make grade changes up to nine inches in variation from the profile grade and hauling materials involving 200 feet, being applied to only two or three miles of the entire project, is the result of several conversations held with Mr. E. L. Gates relative to the time and method of salvaging the existing oiled surface. As this subject was discussed quite frequently both Mr. Gates and myself had practically decided that, expecting the finish grading to proceed far more rapidly than the surfacing construction could follow, the existing oil surface would be left in tact as long as possible to be salvaged by the surfacing contractor. Therefore should this procedure have been followed, naturally most of the grade changes not to exceed 9" in variation from the profile grade, would have been left for the surfacing contractor to complete.

It would have been useless and superfluous for me to attempt the interpretation of the special provisions as on February 18th I spent the entire day with J. N. Bishop on an inspection and in an attempt to familiarize myself with equipment and details of the maintenance of the Baker-Unity Highway and the John Day Highway between Unity Junction and Dayville, returning to La Grande February 19th at 8:45 A.M. The balance of the day, Wednesday, February 19th, was spent partly on the Kamela-Hilgard regrading by E. L. Gates, and the remainder of the day escorting Homer G. Johnson who was the 4th contractor in the order in which their inspection was made over the proposed surfacing project. Therefore I was able to inform Mr. Johnson that I was practically certain that some other engineer would succeed me on the construction of the surfacing.

The period from February 18th to February 27th was spent in alternating between the Kamela-Hilgard regrading and the Baker maintenance work, being responsible for both the regrading project and the maintenance district of Baker from February 28th to March 8th, when succeeded as Resident Engineer on the grading project by Mr. Jos. G. Toole.

Very truly yours,

Resident Engineer

WWS:OW

cc R. H. Baldock.

FORM 2-A-1 7500 5M 1-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

137B

May 15, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

I am attaching copy of bill presented by Homer G. Johnson for work on Contract #1156, Kamela-Hilgard Section, as well as my answer to the same, but as you are more or less familiar with the work I wish you would call Mr. Stiffler's attention to Paragraphs 4-5-6 to see if he had such a discussion with Mr. Johnson and whether my reply to the same covers the situation.

Have Mr. Stiffler make a reply to me covering this conversation and I wish you would look through the files to see if there is anything pertaining to this contract with particular reference to the agreements entered into by Homer G. Johnson by which we loaned him a road roller and a motor patrol. If you run across any correspondence which would not be in the Salem files please forward the file or have copies made so that I can refresh my memory concerning all of the details of the case.

Send all data pertaining to rejection of force account mentioned in Paragraph 17.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock ✓

NOTED
State Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

May 15, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Jas. G. Toole,
Resident Engineer,
Hermiston, Ore.

Dear Sir:

I am sending you a copy of the claim presented by Homer G. Johnson on the Kamela-Hilgard resurfacing Contract #1156, and a copy of my reply to the same. Wish you would review both these letters and write a full report on the claim of Mr. Johnson with particular reference to our agreements by which we furnished him a road roller and a motor patrol, rental free, giving a discussion of the reasons for furnishing this equipment and discuss force account claims mentioned in Paragraph 17.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction

HGS/H

CC to

R.H. Baldock ✓
W. C. Williams

1 3 9-B

#

PR

January 31, 1933

Mr. Homer G. Johnson
c/o Perkins Hotel
Portland, Oregon

Dear Sir:

Replying to your letter of January 16th, relative to the Kamela-Hilgard Surfacing Project, this will advise that no further releases of retained percentage can be made until final agreement, as to the total amount to be paid under the contract, is reached.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

From the desk of—
R. H. BALDOCK

Mr. Probert:
Johnson has not settled this job, so please hold this payment.
R. H. B.

(Retained 3,286.01)

Perkins Hotel
Portland, Oregon
January 16, 1933

n

Contract #1156 - Contract for broken
stone surfacing on Kamela-Hilgard
Section of the Old Oregon Trail Highway
in Union and Umatilla County

ttled the claims that were filed against
e job, one by the Puget Sound Powder Com-
nite Company, and a number of claims
s by Mr. Gram, Labor Commissioner, for
company is writing to you today consent-
y due me on the above job. I would like
mi-final estimate for approximately
due yet on the Kamela-Hilgard Surfacing
project and forward the voucher to me here at the Perkins Hotel.

Yours very truly

Homer G. Johnson

HGJ:N

Homer G. Johnson

REFERRED TO
By State Highway Engineer

Perkins Hotel
Portland, Oregon
January 16, 1933

Oregon State Highway Commission
Salem, Oregon

Gentlemen: In Re: Contract #1156 - Contract for broken stone surfacing on Kamela-Hilgard Section of the Old Oregon Trail Highway in Union and Umatilla County

I have recently settled the claims that were filed against me in connection with the above job, one by the Puget Sound Powder Company, later known as the Randanite Company, and a number of claims filed on behalf of six laborers by Mr. Gram, Labor Commissioner, for overtime claims, and my surety company is writing to you today consenting to the release of the money due me on the above job. I would like to have you draw up another semi-final estimate for approximately $3,000 of the amount of money due yet on the Kamela-Hilgard Surfacing project and forward the voucher to me here at the Perkins Hotel.

Yours very truly

Homer G. Johnson

HGJ:N

Homer G. Johnson

REFERRED TO

By State Highway Engineer

December 1, 1932

Mr. Homer G. Johnson
Perkins Hotel
Portland, Oregon

Dear Sir:

Mr. J. M. Devers has requested that I reply to your communication of November 25, especially with reference to the last paragraph.

Please be advised that Mr. Devers and I promised you that we would review your claim for the Kamela Section when you submitted it, but we did not state that we would refer the matter to a board of arbitration. You may rest assured that we will, as we promised, give a fair and just consideration to your claim if and when you submit same.

Very truly yours

State Highway Engineer

RHB:HI

cc J. M. Devers

Kamela-Hilgard Section &
Paradise Creek Red Bridge Sect.

PR 1390

September 25, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

In his letter to you under date of August 1st, relative to the Kamela-Hilgard Surfacing Project, a copy of which letter was sent to us, Resident Engineer Teale states that a price agreement and some force account bills are being held up awaiting the contractor's signature.

As we seem not to have received the price agreement and the force account bills referred to, we are writing to request that the submission of these documents be expedited. The final estimate to the contractor has already been held up several days awaiting receipt of the same.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc J. G. Teale, Hermiston, Oregon.

#1156

PR 13 9 B

March 22, 1932

Mr. George C. Graham,
Attorney at Law,
Corbett Building,
Portland, Oregon.

Dear Sir:

I wish to acknowledge receipt of and to thank you for your letter of March 21, advising that claims of William E. Brown, B. C. Snider, Sam Campbell, F. E. Graham, Charles E. Abrahamson and W. F. Knight, against Homer G. Johnson for services rendered him in connection with the contract awarded to Mr. Johnson for the construction of the Kamela-Hilgard Section of the Old Oregon Trail Highway in Umatilla and Union Counties, have been settled in full, and that the above-named claimants have signed a stipulation authorizing dismissal of the action against the contractor and his surety.

We are glad to receive this information and will guide our actions in accordance therewith.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

March 22, 1932

Mr. C. H. Gram,
Labor Commissioner,
Capitol Building,
Salem, Oregon.

Dear Sir:

We hand you herewith copy of letter received today from George C. Graham, attorney at law, Portland, relative to certain claims that were filed against Homer G. Johnson, which is self-explanatory.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Mr. Devers

March 22, 1932

Commercial Casualty Company,
C. A. Mansfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have today been informed by Mr. George C. Graham, attorney of Portland, that the claims of William T. Brown, B. C. Snider, Sam Campbell, F. M. Graham, Charles E. Abrahamson and W. F. Knight, against Homer G. Johnson, to whom the State Highway Commission awarded the contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail Highway in Union and Umatilla County, have been settled.

A copy of Mr. Graham's letter is attached hereto for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc H. G. Johnson
Roseburg, Oregon

TELEPHONE: ATWATER 2870

GEORGE C. GRAHAM
ATTORNEY AT LAW
305-306 CORBETT BLDG.
PORTLAND, OREGON

March 21, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

There was heretofore filed with you by the undersigned, George C. Graham, a claim for overtime, growing out of a contract between the State Highway Commission and Homer G. Johnson, dated on or about February 27, 1930, covering certain work on the Kamela-Hilgard section of the Old Oregon Trail, being contract No. 1156, Project No. 1245. Claim was made for overtime on behalf of William T. Brown, B. C. Snider, Sam Campbell, F. M. Graham, Charles E. Abrahamson and W. F. Knight. Commercial Casualty Insurance Company was surety on the Homer G. Johnson bond. The above six men assigned their claims to C. H. Gram, Commissioner of Labor, and the undersigned, George C. Graham brought action thereon against the said Johnson and Commercial Casualty Insurance Company.

This action has now been fully settled and the parties, through their attorneys, have signed a stipulation authorizing dismissal of said action, and an order has been made dismissing the same.

You are therefore hereby advised of the above facts and you are authorized to pay over any money due Mr. Johnson and do any other act or thing in connection with said contract the same as though said notice had not been filed with you.

Geo. C. Graham
George C. Graham
Attorney for the above named
laborers.

ANSWERED
H. B. G.

PR139B

February 3, 1932

Mr. George C. Graham
Attorney at Law
305 Corbett Building
Portland, Oregon

Dear Sir:

In response to the request of Mr. C. H. Gram, State Labor Commissioner, I have prepared and am handing you herewith certified copies of the following listed claims which have been filed in this office against the contract awarded by the State Highway Commission to Homer G. Johnson for the grading of the Kamela-Hilgard Section of the Old Oregon Trail, State Highway Contract No. 1156:

Claim of W. F. Knight	$69.75
Claim of William T. Brown	137.50
Claim of Sam Campbell	125.55
Claim of Chas. Abrahamson	334.12
Claim of B. C. Snider	40.25
Claim of F. M. Graham	219.37½

These are copies of claims that have been filed direct with the State Highway Commission. We have in our files certified copies of these claims which are filed with the Secretary of State. Should you desire certified copies of those filed in the Secretary of State's office it is suggested that you secure the same from him direct.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
Inc.

cc C. H. Gram
State Labor Commissioner

#1156
Union [illegible]

ØR1391B

Barry & Morrison
Law Offices
705-7 Bedell Building

Alexander G. Barry
William H. Morrison

Portland, Oregon.

December 14, 1931.

[illegible]
[illegible]

[illegible]

[illegible]:

[illegible] been [illegible] [illegible] [illegible] of the Oregon [illegible] Securities [illegible] been paid.

[illegible],

[illegible],

W H Morrison

[illegible]:

AR1 39V3

October 15, 1931

Barry & Morrison,
Attorneys at Law,
705 Bedell Building,
Portland, Oregon.

Gentlemen:

In response to your request of the 14th inst., I am handing you herewith a certified copy of the contract and bond, covering State Highway Contract #1156, awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section on the Old Oregon Trail Highway in Union and Umatilla Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

Barry & Morrison
Law Offices
705-7 Bedell Building

Alexander G. Barry
William H. Morrison

Portland, Oregon.
October 14, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please forward us a certified copy of the bond and contract in connection with that certain contract performed by H. G. Johnson, Number 1156, known as Kamela-Hillgard Section of the Old Oregon Trail Highway in Union and Umatilla Counties, Oregon.

An affidavit is enclosed herewith.

Yours very truly,

BARRY & MORRISON,

By WHMorrison

WHM:G
(encl)

RECEIVED
OCT 15 1931
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
 } ss
County of Multnomah)

I, W. H. Morrison, being first duly sworn, depose and say that I am attorney for the Randanite Company, which company furnished material which was used in connection with the construction of that certain contract entered into between H. G. Johnson and the State of Oregon, for the performance of Contract Number 1156, known as Kamela-Hillgard Section of the Old Oregon Trail Highway in Union and Umatilla Counties, Oregon; that the said Randanite Company has filed notice of claim with the Secretary of State; that this affidavit is furnished for the purpose of procuring a certified copy of the contract and bond.

W H Morrison

Subscribed and Sworn to before me

this 14 day of October, 1931

Notary Public for Oregon
My Commission expires:
June 4, 1935.

PR139B

Oct. 7, 1931.

Mr. Homer G. Johnson,
c/o Donnelly Hotel,
Yakima, Washington.

Dear Sir:

Several weeks ago, our resident engineer, Mr. Jas. G. Toole submitted to you for execution a price agreement and some force account bills relating to your contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail. Since that time, Mr. Toole has written to you and has endeavored several times to reach you by telephone to urge the execution and return of the documents so that the final estimate and pay voucher for the Kamela-Hilgard work might be issued.

If there is some reason why the price agreement and force account bills referred to cannot be signed and returned, please advise; otherwise, kindly take care of the matter by returning the papers to Mr. Toole at Hermiston.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:WC
c.c. H. G. Smith
c.c. Jas. G. Toole

7-31

ISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 30, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Answering your letter of September 23rd requesting that Homer Johnson expedite the return of the price agreement and force account bills on the Kamela-Hilgard Surfacing, I beg to advise that Mr. Johnson has been furnished these bills, but he has not signed nor returned them. Mr. Johnson left his address as the Donelly Hotel, Yakima, Washington, but we are unable to get in touch with him there, or anywhere else where they referred us. We had considerable trouble all through the job in getting Mr. Johnson to sign anything after he had agreed to it, and in this instance it is impossible to get in personal touch with him to insist that the documents be signed.

I would suggest that you advise him by letter that the estimate is being held in the Salem office pending the receipt of these force account bills and price agreements.

Attached is a letter from Mr. Toole explaining the trouble he has gone to in an endeavor to secure Mr. Johnson's signature.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

[illegible]
OCT 1 193[illegible]

#1154

D-13893 8M 8-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Hermiston, Oregon
Sept. 28, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Division Engineer
La Grande, Ore.

Dear Sir:

In reply to your letter regarding the Kamela-Hilgard force account bills and price agreement which have not been submitted, wish to advise, that on receipt of Mr. Probert's letter, I tried to telephone Mr. Johnson again, but as usual was unable to locate him. I have been expecting to hear from him every day during the past month, as I have written him, the letter being registered, and have left a call for him at the Donelly Hotel, Yakima, Wash.

The only address I have, by which he may be reached by telephone, is the Donelly Hotel, however, this hotel states he has not been there for about a month, but he still retains a room there. He is reported to be at the Mt. Rainier National Park, but I have been unable to reach him there by telephone.

I believe we will hear from him soon, as his work must be nearly finished and he will have time to take a trip down here, however, I will continue to try and get in touch with him. The force account bills and price agreement are in his possession.

Very truly yours,

Jos. G. Toole
Jos. G. Toole
Resident Engineer

#1156

318F-1

PR 139 B

September 29, 1931

Commercial Casualty Insurance Co.
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by Berry and Morrison on behalf of their client the Bendanite Company for materials furnished in the sum of $2305.81, together with interest in the sum of $123.06,in connection with the contract awarded to H. G. Johnson by the State Highway Commission for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail, contract No. 1156.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc H. G. Johnson
℅ Perkins Hotel
Portland, Oregon

September 29, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 26th instant in which you inclose three certified copies of the notice of claim which has been filed in your office by Barry and Morrison, Attorneys of Portland, Oregon, on behalf of their clients, Randanite Company, which claim is in the sum of $2305.81, together with interest in the sum of $123.06, and is for materials furnished H. G. Johnson in connection with his contract for the Kamela-Hilgard Section of the Old Oregon Trail, contract No. 1156.

We are today forwarding copies of this notice to the contractor, and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

BW

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 26, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Barry and Morrison, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by Randanite Company for materials furnished in the sum of $2305.81, together with interest in the sum of $123.06, against the bond taken from H. G. Johnson, principal, and Commercial Casualty Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc

RECEIVED
SEP 29 1931
OREGON
STATE HIGHWAY COMMISSION

TO

SECRETARY OF STATE OF OREGON
Salem, Oregon

Notice is hereby given that the undersigned RANDANITE COMPANY, formerly PUGET SOUND AND ALASKA POWDER COMPANY, has a claim in the sum of $--2305.81---Two thousand, three hundred five and 81/100 dollars, against H. G. JOHNSON (Contractor) and against the bond taken from COMMERCIAL CASUALTY INSURANCE COMPANY (Surety) for the work of Contract #1156 - Kamela-Hilgard section of the old Oregon Trail in Union and Umatilla Counties.

Said claim is for Explosives and Blasting Accessories furnished and used on this work together with interest to date in the amount of $--123.06--.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to the above item, undersigned claims the sum of $--500.00---Five hundred and no/100 dollars as an attorney's fee, and the sum of $100.00 --(One Hundred and no/100) dollars to defray costs of said action.

RANDANITE COMPANY
formerly PUGET SOUND AND ALASKA POWDER CO.
By H. G. BEALES
Secretary-Treasurer

Subscribed and sworn to before me this 3rd day of September A. D. 1931.

(SEAL)

EARL H. LATIMER
Notary Public in and for the state of Washington, residing at Seattle, Washington.

Endorsed: File No. 1009
Filed September 28, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS,** Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $2305.81, together with interest thereon in the sum of $123.06, against the bond taken from H. G. Johnson, principal, and Commercial Casualty Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail, contract No. 1156, with the original notice filed in the office of the Secretary of State on September 26, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 19 31.

Hal E Hoss

Secretary of State

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $2305.81, together with interest thereon in the sum of $123.06, against the bond taken from H. G. Johnson, principal, and Commercial Casualty Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail, contract No. 1156, with the original notice filed in the office of the Secretary of State on September 26, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1931.

Hal E. Hoss
Secretary of State

FORM 2-A-1 2-19476 4000 10-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 1 39B
ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Hermiston, Oregon
Aug. 14, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

RECEIVED
AUG 17 1931
OREGON
STATE HIGHWAY COMMISSION

Attention: Mr. S, H, Probert

Dear Sir:

In reply to your letter of Aug. 12th, regarding charges of $225.30, made by M. Stephenson, to 31 PF-1 580, wish to advise that these charges should have been made to 31 PF 580.

The work for which these charges were made consisted of the construction of a concrete box and pipe line for spring near the Mountain Spring Service Station. The spring, providing water for this service station, developed a new outlet shortly after the shooting of cut extending from Sta. 692 + 50 to 695 + 50, Kamela-Hilgard Re-grading project. This work was for restoring conditions which had existed prior to the revision of the highway. The excavation work was done in accordance with extra work order No. 2 Kamela-Hilgard Re-grading Contract No. 1120.

Very truly yours,

Jos. G. Toole
Jos. G. Toole
Resident Engineer

c.c. H.G. Smith

August 12, 1931.

Mr. J. G. Toole,
Resident Highway Engineer,
Hermiston, Oregon.

Dear Sir:

In preparing the final estimate release on the Kamela-Hilgard Surfacing Contract No. 1156, we find $225.80 charged to miscellaneous (580), without any description of the work involved. We are listing below the detail charges:

On M. Stephenson's payroll for September, 1930:

R. Flock	Sept. 8, 9, 10, 11	$22.00
C. C. Long	" 8, 9, 10, 11	23.25
S. W. Doane	" 8, 9, 10, 11, 25	21.88
K. R. Myers	" 8, 9, 11	13.60
C. E. Flanagan	" 8, 9, 10, 11	23.25
J. B. Salmon	" 9, 10, 11, 25	14.25
J. H. Featherston	" 9, 10, 11	11.50
		$130.53

Materials:

Gravel - - - - - - - - - -	$ 13.57
1" Pipe- - - - - - - - - -	42.67
Cement - - - - - - - - - -	21.84
Truck Rental - - - - - - - - -	6.00
Pump Rental - - - - - - - - -	4.00
Mixer Rental - - - - - - - - -	3.00
	$ 91.08

Total- - $225.80

Please describe the work for which these charges were made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

cc H. G. Smith
Dict. by D. G. DeSart/HR

PR13913

FORM 8-H-1 F-22767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

NO

State Highway Engineer

August 5, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

The over-run on the Kamela-Hilgard Section surfacing was largely occasioned by the increased cost of flagmen and equipment furnished to the contractor which was not anticipated when the preliminary estimate was made out. It was found impossible to handle the traffic on this type of construction without the use of pilot cars.

There was also considerable surplus material purchased from the contractor. This surplus was obtained in the manufacture of suitable rock for maintenance material. Part of it was reject left over in screening the necessary sizes, but most of it was occasioned by the fact that the quarry contained a large amount of clay and the only practical way that this could be eliminated was by scalping off some of the material. This material will be used for shoulder work or saved for future maintenance work as it is suitable for patching if used in a paving plant.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Form 39—P-21635—5M—5-31

139

State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug. 1, 1931, 193

Job name Kamela-Hilgard

Br. Stone Surfacing

Highway Old Oregon Trail

County Union & Umatilla Job prefix 31 PF-1

Week from July 26th to Aug. 2nd

Mail address Hermiston, Ore.

Telegraph or telephone address " "71"

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed work June 30th.

Final records and estimate were submitted this date.

RECEIVED
AUG 4 1931
STATE HIGHWAY COMMISSION
OREGON

(See back of this sheet for instructions and detailed information)

Signed G. G. Poole

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 14.53

Miles completed 14.53

Miles completed except finishing ....

Total cubic yards in project 82,283

Cubic yards moved to date 82,283

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* [illegible] *Percentage* ....
2. [illegible] *Percentage* ....
3. [illegible] *Percentage* [illegible]
4. .... *Percentage* ....

#1156
Union + Uma Co

PR 13913

July 10, 1931

Commercial Casualty Co.,
% C. A. Mansfield,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from C. H. Gram, Commissioner of the Bureau of Labor, concerning claims against Homer G. Johnson, to whom the State Highway Commission awarded the contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Homer G. Johnson,
Hungerford Hotel,
Seattle

CC Homer G. Johnson,
Roseburg,
Oregon.

July 10, 1931

Mr. C. H. Gram, Commissioner,
Bureau of Labor,
Capitol Building,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of July 9th, advising that you have taken assignment of claims for wages due from Homer G. Johnson, under State Highway Contract No. 1156, for the surfacing of the Kamela Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties, Oregon.

This matter is being called to the attention of the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER

SALEM, OREGON.

July 9, 1931

State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise you that the undersigned, as Labor Commissioner, proceeding under the provisions of Chapter 287, Oregon Laws 1931, has taken assignment of claims for wages due from Homer G. Johnson, under the State Highway Contract No. 1156, on the Kamela-Hilgard section of the Old Oregon Trail, as follows:

[illegible]

Claim of W. F. Knight for the sum of $70.50,
Claim of William T. Brown for the sum of $137.50,
Claim of Sam Campbell for the sum of $123.30,
Claim of Chas. Abrahamson for the sum of $345.75,
Claim of B. C. Snider for the sum of $40.25,
Claim of F. M. Graham for the sum of $214.12,

and we have instructed our attorney to proceed to collect them, as provided by the above mentioned law.

Yours very truly,

C H Gram
COMMISSIONER

CHG:M

RECEIVED
JUL 10 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

pff 3913

June 22, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

Reference is made to your letter of June 19th, in regard to construction map and alignment notes of the Kamela-Hilgard Section.

We are not in immediate need of these records, and if Mr. Toole intends to finish the map, believe it would be advisable to let him do so at his convenience.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. A. Skelley,
Chief Draftsman.

EAS:VR

Alignment notes
and Map received
Feb. 11, 1932

MAN, PORTLAND
MOND
AULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 19, 1931.

RECEIVED
JUN 22 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Skelley

Dear Sir:

Answering your letter concerning the construction map and alignment notes of the Kamela-Hilgard Section, I beg to advise that Mr. Toole is still in this Division, but has been transferred to the Umatilla-Sand Station Section with headquarters at Hermiston.

He is making a rather pretentious map of the Kamela-Hilgard Section showing all the timper reserve property which we have purchased, and it is quite difficult to get all these things to check from the various surveys, and I suppose that he has found it impossible to find time to work on the map due to the emergency work on the Umatilla-Sand Station Section.

However, if you are in immediate need of this map, I presume we can secure a draftsman who can put his entire time on it and finish it up. If you are not in an immediate need of it, I would suggest that it be finished at Toole's convenience as the job he is working on will be finished September 1st and there will then be ample time to finish up this map.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Ed.

OREGON STATE HIGHWAY COMMISSION

June 18, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

On February 27th, we wrote to Mr. Joseph G. Teele in regard to the construction map and alignment notes for the Kamela-Hilgard reconstruction, which map and notes were not included in the final records submitted to this office.

Mr. Teele advised that these records would be forwarded in two or three weeks, but they have not been received at this time.

Inquiry is being made directly to your office for these records as we understand that Mr. Teele has been transferred to another district.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. A. Skelley,
Chief Draftsman.

EAS:ER

ORTLAND
WYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

March 3, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Ore.

Attention: Mr. E. A. Skelley
Chief Draftsman

Dear Sir:

In response to your letter of Feb. 27th can advise, that map of the Kamela-Hilgard regrading project is not completed. It will be two or three weeks before we will be able to submit this map and alignment notes to your office.

Very truly yours,

Jos. G. Toole
Jos. G. Toole
Resident Engineer

c.c. H. G. Smith

Feb. 27, 1931.

Mr. Joseph G. Teele,
Resident Highway Engineer,
La Grande, Oregon.

Dear Sir:

It is noted that no map or alignment notes were included in the final records of the Kamela-Hilgard regrading project recently submitted to this office.

Please advise when we may expect these records to be forwarded.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. A. Skelley,
Chief Draftsman.

EAS:ER

cc to H. G. Smith

PR 139B

Appr 7061

Oregon Emergency Federal Aid Project No. 139, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 5, 1930, by the State Highway Commission of Oregon, and on July 8, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 139, Section B, now designated as Oregon Emergency Federal Aid Project No. 139, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section B to provide for the construction of a bituminous macadam surfacing 20 ft. in width, over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $306,843.79 to $404,291.69, and that the Federal funds approved and set aside to the credit of said Section B be increased from $190,948.88 to $242,215.45; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction, eligible thereto;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of two hundred forty-two thousand, two hundred fifteen and 45/100 dollars ($242,215.45) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article I shall read:

> "Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:
>
> (a) By the State: $38,328.95, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds," together with any additional amount necessary to cover the State's share of the cost of construction, shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (b) of Article III shall read:

> "(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $374,910.69, Federal Aid $223,931.66; one bridge, approved estimate $29,381.00, Federal Aid $18,283.79."

Paragraph (d) of Article III shall be and is hereby stricken out.

To Article III shall be added paragraph (e) to read:

> "(e) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of two hundred forty-two thousand, two hundred fifteen and 45/100 dollars ($242,215.45), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of four hundred four thousand, two hundred ninety-one and 69/100 dollars ($404,291.69), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 13th day of May, 1931, and the Secretary of Agriculture on the 2nd day of June, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By____________________
Chairman, State Highway Commission

By M A Lynch
Member, State Highway Commission

By____________________
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon Emergency Federal Aid Project No. 139, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 2+43.2 at the Umatilla-Union Counties line at the east end of Federal Aid Project No. 62, and survey station 791+39.8 at the west end of Section A of said project No. 139 in the east ½ of Sec. 32, T.2 S., R.37 E., W.M., near Hilgard (excepting therefrom those portions between survey stations 654+95 and 655+40 and stations 396+02.7 and 397+15.0), locally known as the Kamela-Hilgard Section of the Old Oregon Trail between Pendleton and La Grande, Union County, and designated in the records of this Department as Emergency Federal Aid Project No. 139, Section B, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $404,291.69 in lieu of the $190,948.88 approved by Certificate of July 5, 1930, as the total estimated cost ~~of said~~ Section B of project, and the sum of $242,215.45 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 2nd day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 3—4829

PR 139 B.

May 6, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of May 4th relative to the Kamela-Hilgard Project (Federal Aid Project No. 139-B). We have revised the typical cross-section sheet of the federal aid plans to indicate the substitution of an oil mat surface treatment for the one-inch top course which was originally contemplated, and five blueprint copies of the revised sheet are being mailed to you under separate cover. This revision in type of construction applies throughout the entire length of the project.

The copies of the bid tabulation for the bituminous macadam wearing surface, which is to be constructed on this project, were mailed to you on May 4th. The project agreement will be returned to you as soon as the signatures of the Highway Commissioners have been obtained.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

Form 39—H-15580—2560—2-30.

PR 1397

O STATE HIGHWAY DEPART

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date April 11, 1931

Job name Kamela-Hilgard

Re-grading

Highway Old Oregon Trail

County Union & Umatilla Job prefix 31 P.F.

Week from April 5th to April 12th

Mail address Hermiston, Ore.

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Worked on map for this section one day this week, for remainder of week, see report for the Wallula Cut-off project. Approximately three days work remains to be done to complete map and right of way descriptions for this project.

RECEIVED
APR 14 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed Jos. G. Doolz

Title Resident Engineer

GRADING CONSTR

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ..... 1 .....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Enginee arty ....

DIS UTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 31 P.F. ..... *Percentage* 10 %
2. ..... Wallula Cut-Off ..... *Percentage* 90 %
3. .... *Percentage* ....
4. .... *Percentage* ....

PR139

April 10, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, covering the Kamela-Hilgard Section, Project No. 129-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department　　　　Emergency Project No. 139-B

KAMELA-HILGARD SECTION OF THE
OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices)

Salem, Oregon, April 8, 1931.

Grading:

All Required	Clearing and Grubbing		$ 1,375.00
56,000 cu. yds.	Common Excavation	$0.22	12,320.00
70,000 " "	Intermediate Excavation	0.45	31,500.00
142,000 " "	Solid Rock Excavation	0.75	106,500.00
121,000 yd. stas.	Overhaul	0.01	1,210.00
37,000 yd. mis.	Truck Haul	0.20	7,400.00
500 lin. ft.	12" Concrete Pipe	1.06	530.00
[illegible] " "	18" " "	2.15	2,[illegible].00
210 " "	24" " "	3.40	714.00
90 " "	36" " "	6.00	[illegible]
[illegible] " "	12" Corr. Galv. Iron Pipe	1.35	[illegible]
[illegible] " "	18" " " " "	1.96	[illegible]
220 " "	24" " " " "	2.70	594.00
100 " "	36" " " " "	5.80	580.00
180 cu. yds.	Cement Rubble Masonry	10.00	1,800.00
270 lin. ft.	Salv. and Reinstalling Culv. Pipe	0.50	135.00
6,200 lin. ft.	Salv. Guard Fence	0.15	930.00
4,600 cu. yds.	Salv. Surfacing Materials	0.60	2,760.00
2,750 yd. mis.	Hauling Salv. Surfacing Matls.	0.25	687.50
2,750 cu. yds.	Gravel or Talus Cushion	0.30	825.00
5,500 yd. mis.	Hauling Cushion Materials	0.15	825.00
			$ 174,[illegible]

Surfacing:

20,150 cu. yds.	Sub-base Materials	1.15	$ 23,172.50
13,700 " "	Base Materials	1.20	16,440.00
4,300 " "	Top Materials	1.20	5,160.00
4,500 " "	Key Materials	1.20	5,400.00
5,000 " "	Screenings	1.20	6,000.00
90,000 yd. mis.	Hauling Br. Stone (Tr. Meas.)	0.17	15,300.00
3,800 cu. yds.	Earth Filler	0.40	1,520.00
11,000 yd. mis.	Filler Haul	0.20	2,200.00
1,850 cu. yds.	Salvaged Surfacing Materials	1.00	1,850.00
1,850 yd. mis.	Hauling Salvaged Materials	0.20	370.00
			$ 77,412.50

[illegible] Aggregate

12,[illegible] cu. yds.	[illegible] - 1½" Materials in Stock Pile	$1.00	$ 12,[illegible].00
2,[illegible] " "	1" - 1/2" " " " "	1.00	2,[illegible].00
2,400 " "	[illegible] - 1/2" " " " "	1.00	2,400.00
[illegible] " "	Sand or Screenings	--	--
[illegible] yd. mis.	Hauling Broken Stone, (Pile Rems.)	0.20	1,[illegible].00
			$1[illegible].00

Sub-total (Post Road Portion)	$271,1[illegible].00
10% Engr. & Cont.	27,11[illegible]
Total (Post Road Portion)	$29[illegible]

Construction of Bituminous [illegible]

12.2 miles	Preparation of Base	$ [illegible]	$ [illegible].00
17,480 cu. yds.	Placing Mineral Aggregate	1.30	22,724.00
[illegible] yd. mis.	Hauling " "	0.20	7,[illegible].00
1,[illegible] tons	Asphalt in Place	[illegible]	[illegible],[illegible]10.00
2,750 cu. yds.	Gravel Shoulders	0.50	1,375.00
5,500 yd. mis.	Hauling Shoulder Material	0.20	1,100.00

Sub-total (Advance Fund Portion)	$ 69,[illegible].00
10% Engr. & Cont.	6,[illegible]
Total (Advance Fund Portion)	$ 76,[illegible]
Sub-total (All work, roadway)	$340,[illegible]
10% Engr. & Cont.	34,0[illegible]
Total (All work, roadway)	$374,[illegible]10.00

Grande Ronde River Bridge

440 cu. yds.	Excavation	$ 3.00	$ 1,320.00
30 " "	Excavation below plane	6.00	180.00
50 " "	Seal Concrete	20.00	1,000.00
400 " "	Class "A" Concrete	20.00	8,000.00
250 " "	Class "B" Concrete	23.00	5,750.00
138,000 lbs.	Metal Reinforcement	0.05	6,900.00
610 lin. ft.	Concrete Handrail	6.00	3,660.00

Sub-total	$ 26,710.00
10% Engr. & Cont.	2,671.00
Total	$ 29,381.00

Length of Roadway (excluding structure)		13.180 miles
Glover Overcrossing (non-participating)	130.5'	
Five Point Creek Br. " "	45.0	
Total length non-participating Str.)	175.5	0.033 miles
Grande Ronde River Br. (participating)	300.0'	0.056 "
Gross length of Proj. (including all structures)		13.269 "

Cost per mile, roadway, $28,445.42

Estimated percentage of work to be completed on Sept. 1, 1931 100%

SUMMARY

Item	Total Cost	Federal Aid		Emergency Advance Funds	State
Roadway					
Post Road Portion	$298,342.79	$185,662.71	(62.22%)	$ --	$ 112,680.08
Advance Fund Portion	76,567.90	38,283.95	(50%)	38,283.95	--
Total (Roadway)	$374,910.69	$223,946.66		$38,283.95	$ 112,680.08
Grand Ronde Bridge	29,381.00	18,313.79	(62.22%)	--	$ 11,067.21
Totals (all work)	$404,291.69	$242,213.45		$38,283.95	$ 123,747.29

State funds for Construction: Chapter 175, Laws 1917; Chapter 21, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

#11

PR 1398

April 6, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

William T. Brown for labor performed in the sum of $137.53.

B. C. Snider for labor performed in the sum of $43.25

F. M. Graham for labor performed in the sum of $218.37½.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PB
Inc.

cc Homer G. Johnson
New Perkins Hotel
Portland, Oregon

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of J. M. Graham for labor performed in the sum of $219.37½ against Homer G. Johnson in connection with the contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW

Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr.H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by F. M. Graham for labor performed in the sum of $219.37½ against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work performed on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

COPY

To Hal E. Hoss, Secretary of State,
State of Oregon:

Notice is hereby given that the undersigned, F. M. Graham, has a claim for labor performed as blade man on overtime in the sum of $219.37½ against the bond taken by the State of Oregon from Homer G. Johnson, principal and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

F. M. GRAHAM

Endorsed: File No. 924
Filed April 7, 1931
HAL E. HOSS
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F . M. Graham for labor performed in the sum of $219.37½ against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April A. D. 1931.

Hal E Hoss

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F . M. Graham for labor performed in the sum of $219.37½ against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E Hoss

Secretary of State

#1156

PR139B

April 6, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

William T. Brown for labor performed in the sum of $137.50.

B. C. Snider for labor performed in the sum of $40.25

F. M. Graham for labor performed in the sum of $219.37½.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc Homer G. Johnson
New Perkins Hotel
Portland, Oregon

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of B. C. Snider for labor performed in the sum of $40.26 in connection with the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by B. C. Snider for labor performed in the sum of $40.25, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

COPY

To Hal E. Hoss, Secretary of State,
State of Oregon;

Notice is hereby given that the undersigned, B. C. Snider, has a claim for labor performed on overtime in the sum of $40.25, against the bond taken by the State of Oregon from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

B. C. SNIDER

Endorsed: File No. 925
Filed April 7, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by B. C. Snider for labor performed in the sum of $40.25, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon,

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by B. C. Snider for labor performed in the sum of $40.25, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E. Hoss
Secretary of State

#1156

#1156

PR1395

April 8, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

William T. Brown for labor performed in the sum of $137.50.

B. C. Snider for labor performed in the sum of $40.25

F. M. Graham for labor performed in the sum of $218.37½.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Homer G. Johnson
New Perkins Hotel
Portland, Oregon

#1156

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of William T. Brown for labor performed in the sum of $137.50 in connection with the contract awarded to Homer G. Johnson for the construction of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of this date a notice of claim by William T. Brown for labor performed in the sum of $137.50, against the bond taken by Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two addtional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

#1156

To Hal E. Hoss, Secretary of State,

State of Oregon:

Notice is hereby given that the undersigned, William T. Brown, has a claim for labor performed on overtime in the sum of $137.50, against the bond taken by the State of Oregon from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

WILLIAM T. BROWN

Endorsed: File No. 920
Filed April 7, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by William T. Brown for labor performed in the sum of $137.50 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E. Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by William T. Brown for labor performed in the sum of $137.50 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E Hoss
Secretary of State

#1156

PR 139B

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of Sam Campbell for labor performed in the sum of $125.55 in connection with the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW

April 8, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

Chas. Abrahamson for labor performed in the sum of $354.12.

Sam Campbell for labor performed in the sum of $123.56.

W. F. Knight for labor performed in the sum of $69.75.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FH:
Inc.

cc. Homer G. Johnson
New Perkins Hotel
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Sam Campbell for labor performed in the sum of $125.55, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

To Hal E. Hoss, Secretary of State,

State of Oregon:

Notice is hereby given that the undersigned, Sam Campbell, has a claim for labor performed on overtime in the sum of $125.55, against the bond taken by the State of Oregon from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

SAM CAMPBELL

Endorsed: File No. 921
Filed April 7, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Sam Campbell for labor performed in the sum of $125.55, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931

Hal E. Hoss

Secretary of State

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Sam Campbell for labor performed in the sum of $125.55, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 19 31

Hal E Hoss

Secretary of State

#1156

PR139B

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of April 7 in which you inclose three certified copies of the notice of claim of Chas. Abrahamsen for labor performed in the sum of $534.12 in connection with the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties.

We are today forwarding copies of this notice to the surety and the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

April 8, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

Chas. Abrahamson for labor performed in the sum of $334.12.

Sam Campbell for labor performed in the sum of $123.58.

W. F. Knight for labor performed in the sum of $89.75.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FB
Inc.

cc. Homer G. Johnson
New Perkins Hotel
Portland, Oregon

HAL E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Chas. Abrahamson for labor performed in the sum of $334.12 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Lively

HM
encs.

United States of America

State of Oregon

To Hal E. Hoss, Secretary of State,

State of Oregon:

Notice is hereby given that the undersigned, Chas. Abrahamson, has a claim for labor performed as powder man on overtime in the sum of $554.12, against the bond taken by the State of Oregon from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

CHAS. ABRAHAMSON

Endorsed: File No. 922
Filed April 7, 1931
HAL E. HOSS,
Secretary of State

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Chas. Abrahamson for labor performed in the sum of $334.12 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

Cus [illegible]

[illegible] compared the [illegible] claim by Chas. Abraham[illegible] [illegible]ormed in the sum of [illegible] bond taken from Homer [illegible] [illegible]cipal, and The Commercial [illegible] & Insurance Company, surety, for work [illegible] Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E Hoss
Secretary of State

#1156

PR 139 B

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of W. F. Knight for labor performed in the sum of $69.75 in connection with the contract awarded to Homer S. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

April 6, 1931

Commercial Casualty Insurance Company
C. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the following notices of claim filed in the office of the Secretary of State against the contract awarded to Homer G. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1186.

Chas. Abrahamson for labor performed in the sum of $334.12.

Sam Campbell for labor performed in the sum of $125.55.

W. F. Knight for labor performed in the sum of $69.75.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc. Homer G. Johnson
New Perkins Hotel
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
State Office Building
Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

This is to advise that we received from George C. Graham, Attorney at Law, Portland, Oregon, and filed as of this date a notice of claim by W. F. Knight for labor performed in the sum of $69.75, against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM
encs.

By Edith Libby

COPY

To Hal E. Hoss, Secretary of State,

State of Oregon:

Notice is hereby given that the undersigned, W. F. Knight, has a claim for labor performed as blacksmith on overtime in the sum of $69.75, against the bond taken by the State of Oregon from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, C. A. Mansfield, agent, Wilcox Building, Portland, Oregon, for the work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156.

W. F. KNIGHT

Endorsed: File No. 919
Filed April 7, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Knight for labor performed in the sum of $69.75 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Knight for labor performed in the sum of $69.75 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. F. Knight for labor performed in the sum of $69.75 against the bond taken from Homer G. Johnson, principal, and The Commercial Casualty & Insurance Company, surety, for work on the Kamela-Hilgard section of the Old Oregon Trail in Union and Umatilla Counties, contract No. 1156, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E Hoss

Secretary of State

#1202
Lane Co
PR 139B

April 8, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of W. D. Andrews, doing business as Andrews Equipment Service, for rental on materials in the sum of $1052.39 together with interest thereon, in connection with the contract awarded to L. D. Packard for the construction of the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

April 8, 1951

United States Fidelity & Guaranty Co.
Walter F. Cline, Agent
Porter Building
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice of claim filed in the office of the Secretary of State by W. D. Andrews, doing business as Andrews Equipment Service, for rental on materials in the sum of $1052.30 together with interest thereon, in connection with the construction of the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County.

This information is given you as you appear as surety on the bond furnished by L. D. Packard in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Inc.

cc L. D. Packard
Horton, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 7, 1931

Oregon State Highway Commission
Oregon State Office Building

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

This is to advise that we received from Mr. C. O. Fenlason, Attorney at Law, Portland, Oregon, and filed as of this date a notice of claim by W. D. Andrews, doing business as Andrews Equipment Service, for rental on materials in the sum of $1052.39 together with interest thereon, against the bond taken from L. D. Packard, principal, and the United States Fidelity & Guaranty Company, surety , in connection with the construction of the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County, project No. 1285.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

COPY

NOTICE OF CLAIM

TO: THE STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, L. D. PACKARD AND THE UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation.

NOTICE is hereby given that the undersigned, W. D. Andrews, a sole trader doing business under the name of ANDREWS EQUIPMENT SERVICE, has a claim being a balance due for materials and supplies consisting of rental on equipment, such as compressor, shovel, air motors, jack hammers, vibratory screens and like and similar materials, and also items of freight relative to the same in the sum of One Thousand Fifty-two and 39/100ths ($1052.39) Dollars with interest as provided by law against the bond taken from L. D. Packard, an individual, principal of said bond and United States Fidelity & Guaranty Company, a corporation, as surety, for the work of furnishing broken stone and like material on the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County, Oregon, known as project No. 1285; that the State of Oregon contracted with said principal, L. D. Packard on or about the 26th day of June, 1930 to do said work, the contract bearing No. 1202 and said bond being given to insure the faithful performance of said contract as by its terms provided, the said bond being made, executed and delivered by the parties aforesaid on or about the 7th day of July, 1930; that said sum, to-wit: $1052.39, the balance due as aforesaid, represents various items of an account existing between the undersigned, and L. D. Packard; that said L. D. Packard has heretofore made some payment on said account and received some credits with reference thereto which have heretofore been applied by the undersigned, and the amount above stated is the amount due the undersigned for furnishing of said materials.

IN WITNESS WHEREOF, the said W. D. Andrews has executed and signed these presents this 6th day of April, 1931.

W. D. ANDREWS
doing business as Andrews Equipment
Service.

NOTICE OF CLAIM, W. D. Andrews, a sole trader doing business under the name of Andrews Equipment Service vs. L. D. Packard, principal and United States Fidelity & Guaranty Company, a corporation, surety, under the bond taken from the work of furnishing broken stone and like material on the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County, Oregon, known as Project No. 1285, Contract No. 1202. C. C. Fenlason, Attorney at Law, 611 Pittock Block, Portland, Oregon.

Endorsed: File No. 918
Filed April 7, 1931
HAL E. HOSS
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. D. Andrews, doing business as Andrews Equipment Service, for rental on materials in the sum of $1052.39 together with interest thereon, against the bond taken from L. D. Packard, principal, and the United States Fidelity and Guaranty Company, surety, in connection with the construction of the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. D. Andrews, doing business as Andrews Equipment Service, for rental on materials in the sum of $1052.39 together with interest thereon, against the bond taken from L. D. Packard, principal, and the United States Fidelity and Guaranty Company, surety, in connection with the construction of the Triangle Lake-Low Pass Summit Section of the Siuslaw Highway in Lane County, with the original notice of claim filed in the office of the Secretary of State on April 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of April, A. D. 1931.

Hal E Hoss

Secretary of State

CONTRACT# 1120, 1156,
1160,

PR 139-B Kamela-Hilgard 1929-1930

Folder # 1

1120, 1156, 1160

#1157

P.R. 139B

April 8, 1931

Commercial Casualty Insurance Co.
Wilcox Building
Portland, Oregon

Attention: C. A. Mansfield
Manager

Gentlemen:

This letter is to inform you, as surety on the bond furnished by Mr. Homer G. Johnson in connection with the contract which was awarded to him for the furnishing of broken stone for the Kamela-Hilgard Section of the Old Oregon Trail, that we have received a letter from Mr. George G. Graham, an attorney of Portland, in which he advises us of several labor claims against this contract, being as follows:

B. C. Snider in the sum of $40.25; F. M. Graham in the sum of $219.37; W. F. Knight in the sum of $69.75; Dan Campbell in the sum of $125.55; Charles Abrahamsen in the sum of $334.12.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By
Secretary

HBG:S

cc Homer G. Johnson

April 8, 1931

Mr. George C. Graham
Attorney at Law
305-306 Corbett Building
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 6th instant enclosing affidavits of claims of B. C. Snider, F. M. Graham, W. F. Knight, Sam Campbell and Charles Abrahamson against Homer G. Johnson, being for labor performed for Mr. Johnson in connection with his contract with the State for the furnishing of broken stone for the Kamela-Hilgard Section of the Old Oregon Trail Highway in Union and Umatilla Counties.

Responding to your request we are enclosing in this letter a certified copy of the contract and bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S
Enc.

TELEPHONE: ATWATER 2678

GEORGE C. GRAHAM
ATTORNEY AT LAW
305-306 CORBETT BLDG.
PORTLAND, OREGON

April 6, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Please find enclosed affidavits on claims for labor. Please furnish me with certified copies of contract and bond as noted in said affidavits as provided in Section 67-1101, Oregon Code.

Thanking you for your consideration in this matter, I am

Very truly yours,

Geo. C. Graham

GCG:MH

ANSWERED
H. B. G.

#1156

FR 1398

April 16, 1931

Commercial Casualty Ins. Co.
G. A. Mansfield, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice of the claim of Willis T. Brown against Homer G. Johnson in connection with the contract awarded to Mr. Johnson for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail. The amount of the claim is $137.50 and is for labor performed in connection with the above mentioned contract.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

KBS:W

cc Homer G. Johnson
Roseburg, Oregon

April 10, 1931

Mr. George C. Graham
Attorney at Law
305-306 Corbett Building
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 9th instant inclosing the affidavit of claim of William T. Brown against Homer G. Johnson, the same being in the sum of $157.50 for labor performed for Mr. Johnson in connection with his contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties.

We note that you request a certified copy of the contract and bond. In this connection have to advise that we are mailing you today, under separate cover, a certified copy requested in connection with claims previously filed against this contract. No doubt this copy will serve the purpose of the claim of Mr. Brown hence we are not sending you an additional copy as our supply is very limited.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W

TELEPHONE: ATWATER 2678

GEORGE C. GRAHAM
ATTORNEY AT LAW
305-306 CORBETT BLDG.
PORTLAND, OREGON

April 9, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I am inclosing herewith affidavit on claim for labor. Will you please furnish me with certified copies of the contract and bond as noted in said affidavit, as provided in Section 67-1101, Oregon Code.

Thanking you for your consideration in this matter, I am

Very truly yours,
Geo. C. Graham

GCG:MH

NSWERED
H. B. G.

RECEIVED
APR 10 1931
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON,)
'ss.
County of Union.)

I, William T. Brown, residing at Kamela, Oregon, being first duly sworn, depose and say that during the months of June, July, August and September, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail Highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 275 hours overtime at the rate of 50¢ per hour, amounting to the sum of $137.50; that no part of this sum has been paid and there is now due, owing and unpaid to me from the said Homer G. Johnson the full sum of $137.50;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

William T. Brown

Subscribed and sworn to before me this 4 day of [illegible], 1931.

H G Costect
Notary Public for Oregon

My Commission expires:
Jan 29 1933.

PS. At the time I drew my check and signed for it I noticed that it was stipulated on the back of check that this is payment in full for services rendered but as I have since been informed this does not hold as a legal contract between employee and employer.

TIME OF WILLIAM T. BROWN

June

Date	Hrs.	O.T.
27	12	4
28	12	4
29	11	3
30	12	4
	47	15

July

Date	Hrs.	O.T.
1	12	4
2	12	4
3	12	12
4	13	5
5	11	3
6	12	4
7	13	5
8	11	3
9	12	4
10	10	10
11	13	5
12	12	4
13	12	4
14	10	2
15	10	2
16		
17		
18		
19	10	2
20	12½	4½
21	11	3
22	11	3
23	11	3
24	13	5
25	13	13
26	13	5
27	11	3
28	12	4
29	11	3
30	12	4
31	11	3
	327½	126½

August

Date	Hrs.	O.T.
1	11	11
2	11	3
3	14	6
4	13	5
5	13	5
6	13	5
7	13	5
8	11	11
9	11	3
10	11	3
11	11	3
12	4½	
13	9	2
14	13½	5½
15	9½	6
16	10	2
17	10	2
18	10½	2½
19	11	3
20	11	3
21	11	3
22	11	11
23	11	3
24	13	5
25	11	3
26	10	2
27	10½	2½
28	11	3
29	10	10
30	5	
	324½	128

September

Date	Hrs.	O.T.
1		
2	10	2
3	10	2
4	10	2
	30	6

June	15 hrs
July	126½
Aug.	128
Sept.	6
Total	275 Hrs. at 50 cents per hour-$137.50

STATE OF OREGON,)
)ss.
County of Union.)

I, Charles Abrahamson, residing at La Grande, Oregon, being first duly sworn, depose and say that during the months of April, May, June, July, August, September, October and November, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 445½ hours overtime at the rate of 75¢ per hour, amounting to the sum of $334.12; that no part of this sum has been paid and there is now due, owing and unpaid to me from the said Homer G. Johnson the full sum of $334.12;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

Charles Abrahamson

Subscribed and sworn to before me this 30 day of March, 1931.

Notary Public for Oregon

My Commission expires: May 5, 1932

TIME OF CHAS. ABRAHAMSON, LA GRANDE, APRIL 18 to NOV. 26, Inc.

April

Date	Hrs.	O.T.
18	8	
19	9	1
20	8	
21	9	1
22	9	1
23	9	1
24	9	9
25	9	1
26	9	1
27	9	1
28	9	1
29	9	1
30	9	1
	115	19

May

Date	Hrs.	O.T.
1	9	9
2	8	
3	5	
4		
5	9	1
6	9	1
7	9	1
8	9	1
9	9	1
10	9	1
11	9	9
12	10½	2½
13	10	2
14	10	2
15	9	1
16	9	1
17	9	1
18	9	9
19	7½	
20		
21	9	1
22	9	1
23	9	1
24	9	1
25		
26	9	1
27	9	1
28	9	1
29	9	1
30		
31	9	1
	240	51½

June

Date	Hrs.	O.T.
1	9	1
2	9	1
3	9	1
4	9	1
5	9	1
6	9	9
7		
8	9	1
9	9	1
10	9	1
11	9	1
12	9	1
13	9½	1½
14	8	8
15		
16	9	1
17	10	2
18	9	1
19	9	1
20		
21	10	2
22		
23	9	1
24	13	5
25	9	1
26	9	1
27	9	1
28	11	3
29		
30	9	1
	232½	48½

July

Date	Hrs.	O.T.
1	12½	4½
2	10	2
3	9	1
4	8	
5	4	
6	12	8
7	10	2
8	10	2
9	12	4
10	11	3
11	10	2
12	11	3
13	11	11
14	10	2
15	9	1
16	9	1
17	9	1
18	9	1
19	9	1
20	9	9
21	9	1
22	9	1
23	9	1
24	9	1
25	9	1
26	9	1
27	10	10
28	11	3
29	10	2
30	9	1
31	10	2
	299½	82½

August

Date	Hrs.	O.T.
1	9	1
2	9	1
3	10	10
4	10	2
5	10	2
6	9	1
7	10	2
8	10	2
9	9	1
10	10	10
11	10	2
12	9	1
13	9	1
14	9	1
15	9	1
16	11	3
17	11	11
18	8	
19	9	1
20	9	1
21	9	1
22	10	2
23	10	2
24	10	10
25	10	2
26		
27	10	2
28	10	2
29	9	1
30	10	2
31	9	1
	287	79

Chas. Abrahamson time Page 2.

September

Date	Hrs.	O.T.
1	10	2
2	10	10
3	10	2
4	9	1
5	9	1
6	9	1
7	11	3
8	12	5
9	9	9
10	10	2
11	10	2
12	10	2
13	10	2
14	10	2
15	10	2
16	10	10
17	10	2
18	10	2
19	10	2
20	10	2
21	10	2
22	10	2
23	10	10
24	10	2
25	9	1
26	10	2
27	10	2
28	2½	
29	10	2
30	10	2
	390½	89

October

Date	Hrs.	O.T.
1	10	2
2	10	2
3	9	1
4	5	
5	10	2
6	10	2
7	9	1
8	10	2
9	7½	
10		
11		
12		
13		
14		
15		
16		
17		
18	10	2
19	10	2
20	10	2
21	10	2
22	10	2
23	10	2
24		
25	9	1
26	10	2
27	10	2
28	10	2
29	10	2
30	10	2
31	10	10
	209½	45

November

Date	Hrs.	O.T.
1	9	1
2	10	2
3	10	2
4	10	2
5	10	2
6		
7	10	2
8	10	2
9	10	2
10	10	2
11	10	2
12	5	
13	10	7
14		
15	9	1
16		
17		
18		
19		
20	8	
21	8	
23	8	
24	8	
25	8	
26	4	4
	175	31

April	19 hrs.	
May	51½	
June	48½	
July	82½	
Aug.	79	
Sept.	89	
Oct.	45	
Nov.	31	
Total	445½ hrs. at 75 cents per hour	$334.12

STATE OF OREGON,)
'ss.
County of Union.)

I, B. C. Snider, residing at La Grande, Oregon, being first duly sworn, depose and say that during the months of April, May and June, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 80½ hours overtime at the rate of 50¢ per hour, amounting to the sum of $40.25; that no part of this sum has been paid and there is now due, owing and unpaid to me from the said Homer G. Johnson the full sum of $40.25;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

B C Snider

Subscribed and sworn to before me this 30 day of March, 1931.

Rodney Hitchen
Notary Public for Oregon

My Commission expires: May 8 1932

TIME OF B. C. SNIDER WHILE EMPLOYED BY HOMER G. JOHNSON

April,

Date	Hrs.	O.T.
20	8	
21	9	1
22	9	1
23	9	1
24	9	1
25	9	1
26	9	9
27	9	1
28	9	1
29	9	1
30	9	1
	98	18

May

Date	Hrs.	O.T.
1	9	1
2	9	1
3	5	5
4		
5	9	1
6	9	1
7	9	1
8	9	1
9	9	1
10	9	1
11	9	9
12	10½	2½
13	10	2
14	10	2
15	9	1
16	9	1
17	9	1
18	9	9
19	7½	
20		
21	9	1
22	9	1
23	9	1
24	9	1
25		
26	9	1
27	9	1
28	9	1
29	9	1
30	8	
31	9	1
	249	49½

June

Date	Hrs.	O.T.
1	9	9
2	9	1
3	9	1
4	9	1
5	9	1
	45	13

April	18 Hrs. overtime
May	49½
June	13
Total	80½ Hrs. at 50 cents per hour $40.25

STATE OF OREGON,)
County of Union.) ss.

I, F. M. Graham, residing at La Grande, Oregon, being first duly sworn, depose and say that during the months of June, July, August, September and October, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 292½ hours overtime at the rate of 75 cents per hour, amounting to the sum of $219.37½; that no part of this sum has been paid, and there is now due, owing and unpaid from the said Homer G. Johnson to me the sum of $219.37½;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

F M Graham

Subscribed and sworn to before me this 30 day of March, 1931.

Rodney J. Kitchen
Notary Public for Oregon
My Commission expires: May 8, 1932

FOLLOWS TRANSCRIPT OF TIME WORKED BY FRED GRAHAM, BLADE MAN, FOR HOMER G. JOHNSON ON STATE HIGHWAY DURING SUMMER OF 1930, RATE 75 cents per hour, between Kamela and La Grande.

June

Date	Hrs.	O.Time
7	6	
8		
9	9	1
10	9	1
11	10	2
12	10	2
13	10	2
14	9	1
15	9	9
16	10½	2½
17	11	3
18	11½	3½
19	11	3
20	3	
21	11	3
22	11	11
23	11	3
24	12	4
25	11	3
26	11	3
27	10½	2½
28	11	3
29	5	5
30	11	3
Total	223½	70½

July

Date	Hrs.	O.Time
1	9	1
2	10½	2½
3	10½	2½
4		
5		
6		
7	10½	2½
8	10½	2½
9	10½	2½
10	10½	2½
11	10½	2½
12	10½	2½
13		
14	10½	2½
15	10½	2½
16	10½	2½
17	10½	2½
18	10½	2½
19	10½	2½
20		
21	10½	2½
22	10½	2½
23	10½	2½
24	10½	2½
25	11½	3½
26	11	3
27		
28	10½	2½
29	10½	2½
30	10	2
31	10	2
Total	261½	61½

August

Date	Hrs.	O.T.
1	10	2
2	10	2
3	10	10
4	10	2
5	10	2
6	10	2
7	10	2
8	10	2
9	10	2
10	10	10
11	10	2
12	10	2
13	10	2
14	10	2
15	10	2
16	10	2
17	10	10
18	10	2
19	8½	½
20	8½	½
21	10	2
22	5	
23	10	2
24		
25	10	2
26	10	2
27	10	2
28	10	2
29	10	2
30		
31		
	272	75

September

Date	Hrs.	O.T.
1	10	2
2	10	2
3	10	2
4	10	2
5	10	2
6	10	2
7		
8	10	2
9	10	2
10	9½	1½
11	10	2
12	12	4
13	9½	1½
14	9½	9½
15	9½	1½
16	9½	1½
17	9½	1½
18	9½	1½
19	10½	2½
20	9½	1½
21	9½	9½
22	9½	1½
23	9½	1½
24	10	2
25	9	1
26	10	2
27	10	2
28		
29	10	2
30	9½	1½
	275½	67½

October.

Date	Hrs.	O.T.
1	5	
2	10	2
3	10	2
4	10	2
5	10	10
6	10	2
	55	18

All overtime paid for at straight time rates.

Total	Overtime
June	70½ Hrs.
July	61½
Aug.	75
Sept.	67½
Oct.	18
TOTAL	292½ Hrs. at 75 cents per- $219.37½

STATE OF OREGON,)
'ss.
County of Union.)

I, Sam Campbell, residing at La Grande, Oregon, being first duly sworn, depose and say that during the months of July, August, September, October, and November, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 279 hours overtime at the rate of 45¢ per hour, amounting to the sum of $125.55; that no part of this sum has been paid, and there is now due, owing and unpaid to me from the said Homer G. Johnson the full sum of $125.55;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

Sam Campbell

Subscribed and sworn to before me this 3d day of March, 1931.

Rodney Fitzure
Notary Public for Oregon
My Commission expires: May 8, 1932

TRANSCRIPT OF TIME FOR SAM CAMPBELL, JULY 26--Nov. 26, 1930,
inclusive.

July

Date	Hrs.	O.T.
26	10	2
27	10	2
28	12	4
29	11	3
30	9	1
31	10	2
Total	62	14

August

Date	Hrs.	O.T.
1	9	9
2	9	1
3	10	2
4	10	2
5	10	2
6	9	1
7	10	2
8	10	10
9	9	1
10	10	2
11	10	2
12	4	
13	7	
14	9	1
15	9	9
16	9	1
17	9	1
18	9	1
19	9	1
20	9	1
21	10	2
22	9	9
23	10	2
24	9	1
25	9	1
26	9	1
27	9	1
28	9	1
29	9	9
30		
31	10	2
Total	273	78

September

Date	Hrs.	O.T.
1	9	1
2	9	1
3	9	1
4	9	1
5	9	1
6	9	9
7	9	1
8	9	1
9	9½	1½
10	10	2
11	10½	2½
12	11	3
13	10	10
14	9½	1½
15	9½	1½
16	9½	1½
17	10	2
18	9	1
19	10	2
20	10	10
21	9½	1½
22	13½	5½
23	13	5
24	9½	1½
25	9	1
26	10	2
27	10	10
28	2½	
29	10	2
30	10	2
Total	287½	85

October

Date	Hrs.	O.T.
1	10	2
2	10	2
3	9	1
4		
5	10	2
6	10	2
7	9	1
8	10	2
9	10	2
10	10	2
11	10	10
12	10	2
13		
14		
15		
16		
17		
18	10	2
19	9	1
20	10	2
21	10	2
22	10	2
23	10	2
24	10	10
25	9	1
26	10	2
27	10	2
28	10	2
29	10	2
30	10	2
31	10	10
Total	246	70

November

Date	Hrs.	O.T.
1	9	1
2	10	2
3	10	2
4	10	2
5	10	2
6	9	1
7	10	10
8	10	2
9	10	2
10	10	2
11	10	2
12	5	
13	10	2
14		
15	9	1
16		
17		
18		
19		
20		
21		
22	8	
23	8	
24	8	
25	9	1
26	4	
Total	169	32

TOTAL OVERTIME

July	14 hrs.
Aug.	78
Sept.	85
Oct.	70
Nov.	32
Total	279 hrs. at 45 cents per hr.-$125.55 .

STATE OF OREGON,)
'ss.
County of Union.)

I, W. F. Knight, residing at La Grande, Oregon, being first duly sworn, depose and say that during the months of April, may, June and July, 1930, I was employed by Homer G. Johnson, contractor, on the Kamela-Hilgard section of the Old Oregon Trail highway construction in the State of Oregon; that during said months I was so employed on said highway construction I worked a total of 91 hours overtime at the rate of 75 cents, and a total of 3 hours overtime at the rate of 50 cents per hour, amounting to the sum of $69.75; that no part of this sum has been paid, and there is now due, owing and unpaid to me from the said Homer G. Johnson the full sum of $69.75;

That the statement attached is a true and correct statement of overtime due me from the said Homer G. Johnson; that said labor was performed under contract No. 1156.

W. F. Knight.

Subscribed and sworn to before me this 30 day of Mch, 1931.

Sidney J. Kitchen
Notary Public for Oregon
My Commission expires May 8, 1932

TRANSCRIPT OF TIME WORKED BY W. F. KNIGHT, when employed by
Homer G. Johnson at Kamela, Oregon.
April 21 to July 2, 1930, Inc.

April Date	Hrs.	O.T.
21	8	
22	9	1
23	9	1
24	9	1
25	9	1
26		
27	9	1
28	9	1
29	9	1
30	9	1
	80	8

May	Hrs.	O.T.
1	9	1
2	8	
3	4	4
4		
5	9	1
6	9	1
7	9	1
8	9	1
9		
10		
11	9	1
12	10½	2½
13	10½	2½
14	10	2
15	9	1
16	9	1
17	9	9
18	9	1
19	9	1
20	7½	
21		
22	9	1
23	9	1
24	9	1
25		
26	9	1
27	9	1
28	9	1
29	9	1
30		
31		
	212½	36

June Date	Hrs.	O.T.
1	9	1
2	8	
3	9	1
4	9	1
5	9	1
6	9	1
7	9	9
8	9	1
9	9	1
10	9	1
11	9	1
12	9	1
13	9	1
14	8	8
15		
16	9	1
17	9	1
18	9	1
19	9	1
20	5	
21	10	2
22		
23	9	1
24	13	5
25	9	1
26		
27		
28	11	3
29		
30	9	1
	236	45

July Date	Hrs.	O.T.
1	12	4
2	9	1
	21	5

April	3	Hrs. at 50 cents	$1.50
April	5		
May	36		
June	45		
July	5		
	91	Hrs. at 75 cents	$68.25
		TOTAL	$69.75

ER 139 B

March 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying specifications, and five bid proposals, for the construction of bituminous macadam on the Kamela-Hilgard Section, Emergency Project No. 139-B. Five blueprint copies of sheet 2 of the plans, which has been revised, are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Emergency Project No. 129-B

KAMELA-HILGARD SECTION OF THE

OLD OREGON TRAIL IN UNION COUNTY

(Estimate with bituminous macadam specifications. Not as basis for modified agreement.

Salem, Oregon, March 27th, 1931.

Ⓐ

Grading:

All Required	Clearing and Grubbing		$ 1,375.00
36,000 cu. yds.	Common Excavation	$0.35	12,600.00
70,000 cu. yds.	Intermediate Excavation	0.45	31,500.00
142,000 cu. yds.	Solid Rock Excavation	0.75	106,500.00
121,000 yd. stas.	Overhaul	0.01	1,210.00
37,000 yd. mis.	Truck Haul	0.20	7,400.00
160 lin. ft.	12" Concrete Pipe	1.05	168.00
1,100 lin. ft.	18" Concrete Pipe	2.15	2,365.00
210 lin. ft.	24" Concrete Pipe	3.40	714.00
90 lin. ft.	36" Concrete Pipe	6.80	612.00
550 lin. ft.	12" Corr. Galv. Iron Pipe	1.22	671.00
320 lin. ft.	18" Corr. Galv. Iron Pipe	1.95	624.00
220 lin. ft.	24" Corr. Galv. Iron Pipe	2.70	594.00
100 lin. ft.	36" Corr. Galv. Iron Pipe	5.80	580.00
150 cu. yds.	Cement Rubble Masonry	10.00	1,500.00
270 lin. ft.	Salv. and Reinstalling Culv. Pipe	0.50	135.00
6,200 lin. ft.	Salv. Guard Fence	0.15	930.00
4,600 cu. yds.	Salv. Surfacing Materials	0.60	2,760.00
2,750 yd. mis.	Hauling Salv. Surfacing Matls.	0.25	687.50
2,750 cu. yds.	Gravel or Talus Cushion	0.30	825.00
5,500 yd. mis.	Hauling Cushion Materials	0.15	825.00
			$ 174,575.50

Surfacing:

20,150 cu. yds.	Sub-base Materials	1.15	$ 23,172.50
13,700 cu. yds.	Base Materials	1.20	16,440.00
4,300 cu. yds.	Top Materials	1.20	5,160.00
4,550 cu. yds.	Key Materials	1.20	5,460.00
5,000 cu. yds.	Screenings	1.20	6,000.00
90,000 yd. mis.	Hauling Br. Stone (Tr. Meas.)	0.17	15,300.00
3,650 cu. yds.	Earth Filler	0.40	1,460.00
11,000 yd. mis.	Filler Haul	0.20	2,200.00
1,850 cu. yds.	Salvaged Surfacing Materials	1.00	1,850.00
1,850 yd. mis.	Hauling Salvaged Materials	.20	370.00
			$ 77,412.50

#11EL

Bituminous Macadam Aggregate

12,880 cu. yds.	2½" - 1½" Materials in Stock Pile	$1.00	$12,880.00
2,820 " "	1½" - ¾" " " " "	1.00	2,820.00
2,480 " "	¾" - 1/4" " " " "	1.00	2,480.00
800 " "	Sand or Screenings	- -	- -
8,600 yd. mis.	Hauling Broken Stone, (Pile Meas.)	0.20	1,720.00
			$19,900.00
	Sub-total (Post Road Portion)		$271,158.96
	10% Engr. & Cont.		27,115.90
	Total (Post Road Portion)		$298,282.79

Construction of Bituminous Macadam

13.2 miles	Preparation of Base	$ 50.00	$ 660.00
17,480 cu. yds.	Placing Mineral Aggregate	1.25	21,850.00
39,600 yd. mis.	Hauling Mineral Aggregate	0.25	9,900.00
1,260 tons	Asphalt in Place	32.00	40,320.00
2,750 cu. yds.	Gravel Shoulders	0.50	1,375.00
5,500 yd. mis.	Hauling Shoulder Materials	0.25	1,375.00
	Sub-total (Advance Fund Portion)		$ 75,460.00
	10% Engr. & Cont.		7,546.00
	Total (Advance Fund Portion)		$ 83,006.00
	Sub-total (all work, roadway)		$ 346,618.96
	10% Engr. & Cont.		34,661.83
	Total (all work, roadway)		$ 381,280.79

Grande Ronde River Bridge

440 cu. yds.	Excavation	$ 3.00	$ 1,320.00
30 cu. yds.	Excavation below plane	6.00	180.00
50 cu. yds.	Seal Concrete	20.00	1,000.00
400 cu. yds.	Class "A" Concrete	20.00	8,000.00
250 cu. yds.	Class "D" Concrete	23.00	5,750.00
136,000 lbs.	Metal Reinforcement	.05	6,800.00
610 lin. ft.	Concrete Handrail	6.00	3,660.00
	Sub-total		$ 26,710.00
	10% Engr. & Cont.		2,671.00
	Total		$ 29,381.00

(B)

Length of Roadway (excluding structure)		13.180 miles	
Glover Overcrossing (non-participating)	130.5'		
Five Point Creek Br. " "	45.0		
Total length non-participating Str.)	175.5	0.033	miles
Grande Ronde River Br. (participating)	300.0'	0.056	"
Gross length of Proj. (including all structures)		13.269	"

Cost per mile roadway $28,928.73

Estimated per cent complete on Sept. 1, 1931 100%

SUMMARY

Item	Estimated Total Cost	Federal Aid		Emergency Advance Funds	State Funds
Roadway					
Post Road Portion	$298,252.79	$185,602.71	(62.23%)	$ - -	$112,650.08
Advance Fund "	83,028.00	41,514.00		41,514.00	- -
Totals (Roadway)	$381,280.79	$227,116.71		$ 41,514.00	$112,650.08
Grand Ronde Bridge	$ 29,381.00	$ 18,283.79	(62.23%)	$ - -	$ 11,097.21
	$410,661.79	$245,400.50		$ 41,514.00	$123,747.29

#1156
31PF-1

PR 139B

March 17, 1921

The Giant Powder Company,
307 Pioneer Building,
Seattle, Washington.

Your File - C & C - HUB

Gentlemen:

Receipt is acknowledged of your letter of March 16th concerning the H. G. Johnson contract No. 1156 - Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties.

Please be advised that this contract was closed down on December 11th and no payments have been made since that time. Construction operations were stopped on account of weather conditions in that part of the state. At that time the contract was 67% complete. The estimated completion date is April 30th.

The bond in connection with the above contract was furnished by the Commercial Casualty Insurance Company for whom C. A. Mansfield, Board of Trade Bldg., Portland, Oregon, is resident agent.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

#1156
Union + Uma.

CT TO CHANGE WITHOUT NOTICE

GIANT COMPANY
CONSOLIDATED
"Everything for Blasting"

307 Pioneer Building
Seattle, Washington
March 16, 1931.

Oregon State Highway Commission
Salem
Oregon.

Gentlemen: OUR FILE - C & C - HGB

Will you kindly advise us as to the present status of the contract held by H. G. Johnson for construction of the Kamela - Hilgard Section of the Old Oregon Trail, also advising name of Bonding Company.

Thanking you for your courtesy in this connection, we are

Yours very truly,

THE GIANT POWDER CO., CON.

A. W. Shelling
Sales Manager HGB

GT

Pd. to Dec. 11, 1930 - $64,227.50
Retained - $8,150.25 - Est. #6

4-30, 1931

FORM [illegible]

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 139 B
ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

PR #

March 16, 1931.

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Kamela-Hilgard grading.
Re:Over-run.

Attention: Mr. Probert

Dear Sir:

The following is a detailed report of the Kamela-Hilgard Section grading, E. L. Gates contractor, contract No. 1120, with special reference to over-run.

This over-run may be divided into the following amounts:

Force Account	$885.00
Sprinkling Detours and road surface to keep in good condition for travel	1900.00
Replacing guard rail by State Forces	1325.00
Over-run on Salvaged Surfacing	4452.00
Over-run on hauling salvaged surfacing	803.00
Over-run on yardage	46897.00
	$56262.00

The force account consisted of the usual unforeseen items which occur on any contract, and need not be explained in detail as they are covered by the force account orders.

The sprinkling was occasioned by reason of the heavy traffic of the Old Oregon Trail which required the surface to be kept in the best possible condition in order to still the complaints of the various towns along the route which were afraid traffic would be diverted over some other highway.

Over-run on salvage surfacing was occasioned by our inability to estimate the exact amount which could be salvaged. This surfacing was replaced on the finished roadbed and assisted in maintaining a very satisfactory surface for travel due to the oil which it contained. This surface was well worth the cost of saving, and the additional yardage saved was very valuable.

Mr. Probert: -2- 3/16/31 -- Kamela-Hilgard grading. Re+Over-run.

The over-run on yardage moved was occasioned both by an increase of about 53,000 yards, and an increase in the classification. The classification of the preliminary estimate averaged 16% common, 29% intermediate and 55% rock, whereas the classification on the final averaged 13% common, 17% intermediate and 70% rock, thus the common checked very close, but the intermediate was considerably lower. The classification for the original Kamela-Hilgard Section as constructed by Elliott & Scoggin in 1921, was classified as 52% common and 48% rock. As the present revision consisted merely of widening the work formerly done by Elliott & Scoggin, and on which the rock must run considerably higher on account of the face of the cuts having been removed, it would be natural to assume that the classification on the present job would run much higher than on the first. These classifications were checked up and compared prior to making the preliminary estimate for the new jobs, but I was misled by the decomposed and burnt appearance of the face of the cuts, and considered the preliminary estimate to be correct. In searching for quarries I particularly remember that there were very few of the original cuts which appeared to be of sound rock. Grading operations soon proved, however, that this decomposed and scoriaceous rock had practically all been removed in the Elliott & Scoggin operations, and that sound and hard rock was found in all the cuts. I personally made a detailed classification of the job at two separate times--once when Mr. Toole relieved Mr. Stiffler and again at the completion of the work-- so that the classification has had an unusually close inspection.

The increase in yardage was occasioned by a number of factors. In the first place we were very conservative on the plans in providing for allowance in over-break and slides, etc. It had been our usual custom to provide 10% additional for this purpose. On this job only 5% is provided because we felt that the cuts to be widened would not over-break as badly as thorough cuts in new ground. We were incorrect in this assumption as the over-break was at least normal for steam shovel work.

A few adjustments were necessary due to the fact that the O.W.R. & N. would not approve of widening our fills on steep slopes above the railroad. This increased the cost about $2,000.00 between stations 245 and 272.

The Bureau of Public Roads refused to approve the alignment until the following changes had been made:

Station 134 - reduce 16° curve to 12° curve.
Station 190 - reduce 4° curve to 1° curve.
Station 210 - reduce 18° curve to 16° curve.
Station 155 to 202 - reduce 12° curve to 6° curve, reduce 14° curve to 10° curve, reduce 12° curve to 10° curve, reduce 16° curve to 12° curve, and reduce 4° curve to 1° curve.
Eliminate one 12° curve.
Station 210 - reduce 18° curve to 16° curve.
Station 220 to 244 - eliminate three 10° curves, eliminate one 16° curve.
Station 247 - reduce 6° curve to 4° curve.
Station 298 - reduce 22° curve to 18° curve.
Station 307 - reduce 22° curve to 18° curve.
Station 310 - reduce 16° curve to 14° curve.
Station 352 - reduce 18° curve to 14° curve.
Station 367 - reduce 10° curve to 8° curve.

From station 593 to 604 no plans had been made for widening the original roadbed along the Grande Ronde River owing to the extreme height of the fills, but on more careful checking up it was found that the width varied from nineteen to twenty-three feet which would not conform to the width on this section. Therefore, it was necessary to widen the grade to standard widths between these stations which added about $2,000.00 to the cost.

There is also some additional cost in mile 15 due to the request of the Bridge Department to deepen the channel of the Grande

8-12801 2000 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Ronde River. This increased the classification of the borrow and made considerable haul on it. This improvement has added very greatly to the carrying capacity of the bridge, and was a very meritorious suggestion.

At the time when authority was obtained to make the changes in alignment requested by the Bureau of Public Roads, it was felt that the work had progressed sufficiently to determine the slope which the rock cuts would take, and consequently insufficient provision was made for over-break. It is rather hard to determine just what percentage of the over-run is to be attributed to under classification, and what percentage to unprovided for over-break, but by applying the original classification to the total yardage it would show that $16,000.00 of the over-run was due to low classification, and about $30,000.00 due to the increase in yardage from line changes and over-break. It is quite evident, since the surface has been placed, that the revisions were necessary and that the alignment as originally surveyed would have been unsafe for present day speed.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

#1120

PR 139B

March 14, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

Please be advised that we are about ready to make final payment to E. L. Gates on contract #1120, Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties. This payment will be made on or after March 24th. We have not been advised of any claims against this contract for labor and material and assume no responsibility for any such claims should there be any. Your are being advised of this final payment as you appear as surety on the bond furnished in connection with this contract.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $225,467.50 including the final payment. Of this amount $885.87 was for force account work. Kindly acknowledge receipt of this letter.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:W

PR*

PR139B

March 12, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

As the final cost of the grading of the Kamela-Hilgard Section has exceeded the contract amount by approximately $68,000.00, it seems advisable to have in our files a statement of the circumstances which have made this over-run in cost necessary.

We would be pleased, therefore, to receive such a statement when you can find time to prepare it.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

PP139B

March 12, 1931

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

In response to your inquiry of March 11th we wish to advise that final payment has not yet been made to E. L. Gates on contract #1120, Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties. The final voucher covering the final payment was mailed to Mr. Gates for acceptance a few days ago but has not yet been returned.

The amount of the final payment will be $12,287.31 and if accepted by him payment should be made within the next ten days.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:W

#1120
Union and
Umatilla Co

BATES, LIVELY & PEARSON
GENERAL AGENTS
AND INSURANCE BROKERS
YEON BUILDING
PORTLAND, OREGON

March 11, 1931

Oregon State Highway Commission,
Salem, Oregon

In Re: Contract No. 1120,
Kamela-Hilgard Section of
Old Oregon Trail

Gentlemen:

Please advise us if final payment on the above captioned contract has as yet been made to E. L. Gates. If not, when do you expect the same will be made?

Very truly yours,

BATES, LIVELY & PEARSON

By Fred C Reed

BVS

Est # 16 -
amt of final $12,287.31
Total $225,467.50
F acct. $885,67

~~#115[illegible]~~
#1156
3RF-1

PR 137B

February 5, 1931

Basche Sage Hardware Company
Baker, Oregon

Attention: G. A. French

Gentlemen:

Receipt is acknowledged of your letter of February 3rd in which you advise us of your claim against Homer G. Johnson for supplies furnished to him in connection with his contract #1156, Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties.

Please be advised that the bond in connection with this contract was furnished by the Commercial Casualty Insurance Company for whom C. A. Mansfield, Board of Trade Building, Portland, Oregon is resident agent. For your information we wish to advise that this contract was closed down late last fall for the winter months and will not start again until spring.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

McF:N

#1156

#1156

B&S

BASCHE-SAGE HARDWARE CO.

WHOLESALE AND RETAIL

SHELF AND HEAVY HARDWARE

AUTOMOTIVE, FARM, PLUMBING, MINE
AND MILL SUPPLIES

BAKER, OREGON,

February 3, 1931.

State Highway Engineer,
Salem, Oregon.

Dear Sir:

We have an account against Homer G. Johnson for supplies furnished on State Highway work at Kamela, Oregon.

Will you kindly advise us the name of the Bonding Company who has this bond as we may possibly be forced to put in a claim with them.

Very truly yours,

GAF TH

BASCHE SAGE HARDWARE COMPANY

GA French

Credit Department.

#1156

#1156

31PF-1

PR139B

January 30, 1931

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: G. W. Schattner
District Manager

Gentlemen:

This acknowledges receipt of your letter of the 29th instant advising us of your claim in the sum of $362.85 against Homer G. Johnson in connection with his contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, Oregon.

The surety on the bond furnished by Mr. Johnson in connection with this work is the Commercial Casualty Insurance Company for whom C. A. Mansfield is local manager with offices in the Board of Trade Building, Portland.

Contrary to your understanding this contract has not yet been completed. The fact of the matter is that it was closed down last month and it is not likely that it will be completed before the 30th of April 1931.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

January 30, 1931

Commercial Casualty Insurance Co.
C. A. Mansfield, Manager
Board of Trade Building
Portland, Oregon

Gentlemen:

This is to inform you that we have today received a communication from the Union Oil Company of California to the effect that they have a claim in the sum of $362.65 against Homer G. Johnson for petroleum products furnished Mr. Johnson in connection with his contract for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc Homer G. Johnson
Roseburg, Oregon

Contract No. 1156 - H. G. Johnson - Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties - Paid to Dec, 11th was $64,227.59 - Retained was $8,150.25- This contract is 68.4 complete. Was closed down in December and will not start up until spring. Estimated completion date is April 30th.

California

S OF
D ASPHALT,
DISTILLATE,
D GREASES.

ATWATER 9521

ON BUILDING
d, Oregon

29, 1931.

Oregon State Highway Commission,
Salem, Oregon.

RE: Homer G. Johnson
Contractor
Balance $362.85

Gentlemen:

The above indebtedness was incurred while the subject was working on Oregon State Highway Contract Job #31 P F 1, contract #1156, Kamelia and Hilgard Highway.

The account remains unpaid and much past due at this time, and we ask that you give us the name of the bonding company underwriting this contractor.

We understand that the job has been completed and accepted. Is this true?

A stamped, addressed envelope is inclosed for your convenience in replying.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

L. W. Schattner

District Manager.

PJC S

JAN 10 19

ANSWERED
H. B. G.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 8521

602-621 YEON BUILDING
Portland, Oregon

January 29, 1931.

Oregon State Highway Commission,
Salem, Oregon.

RE: Homer G. Johnson
Contractor
Balance $362.85

Gentlemen:

The above indebtedness was incurred while the subject was working on Oregon State Highway Contract Job #31 P F 1, contract #1156, Kamelia and Hilgard Highway.

The account remains unpaid and much past due at this time, and we ask that you give us the name of the bonding company underwriting this contractor.

We understand that the job has been completed and accepted. Is this true?

A stamped, addressed envelope is inclosed for your convenience in replying.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

L W Schattner

District Manager.

PJO S

[illegible]

ANSWERED
H. B. G.

FORM 9-H-1 9-12301 2000 9-30

COMMISSIONERS

H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR139B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

January 6, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

A few pieces of pipe were left over on the Kamela-Hilgard Contract, No. 1120, and consequently a price agreement is attached to cover their purchase.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

PR139B

FORM S-M-1 E-16201 2000 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMON

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

January 2, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith please find Price Agreement for the purchase of 2500 cubic yards of top material in stock pile on the Homer Johnson contract, No. 1156, Kamela-Hilgard Section. At the start of the Johnson contract he decided to stock pile his top material as that permitted him to obtain maximum efficiency from his crusher and prevent the trouble which is usually experienced in skipping the 1/2" size between the base and key materials. However, after a considerable amount of water bound macadam was finished, it was decided that it could be immediately oiled, and that the top material would be unnecessary and could be saved for shoulders to the bituminous macadam, patching and other work which would develop next year.

Johnson has consented to a reduction of 20¢ per yard from the standard price, so that I think a considerable saving has been effected by not placing the top on the road, as the material will be very usefull in the future.

Very truly yours,

HGSmith

Division Engineer.

HGS:OW/Encl.

RECEIVED
JAN 5 1931
OREGON

[illegible]
#1156
31 PF-1
PR139B

December 16, 1930

Commercial Casualty Insurance Co.
C. A. Mansfield, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a letter from Klingbeil & Oetinger of Portland, Oregon in which they inform us that they have a claim against H. G. Johnson in connection with the contract awarded him by the State Highway Commission for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail, State Highway Contract #1156.

It seems that this claim is for repairs to a crusher engine and that Mr. Johnson makes no response to their repeated letters of inquiry concerning payment.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc H. G. Johnson
Roseburg, Oregon

December 16, 1930

Klingbeil & Oetinger
255 E. Water Street
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of the 15th instant in which you advise us of your claim against H. G. Johnson, being for repairs made to a rock crusher engine belonging to Mr. Johnson and being used in connection with his contract with the State Highway Commission for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties.

In connection with this contract Mr. Johnson furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Commercial Casualty Insurance Company for whom C. A. Mansfield is local agent with offices in the Board of Trade Building, Portland. We would suggest that you take this matter up with Mr. Mansfield as it may be possible for you to secure some sort of satisfaction by so doing. If not, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

ing of Unusual Diam er and Length

Klingbeil & Oetinger
AUTOMOTIVE AND MARINE
GAS ENGINE MACHINISTS
CYLINDER GRINDING
30 FRONT ST. PORTLAND, OREGON

State Highway Commission
Salem, Ore.

Gentlemen:

We recently completed repairs on a crusher engine belonging to H. J. Johnson of Kamela Ore. who is at present working for the state as a road contractor. We have not received our money for this work nor can we get any response from bills and letters.

Could you let us know the proper action to take? Is he a bonded contractor and who is the bonding Co.? We will certainly appreciate any information you can give us.

Yours truly
Klingbeil & Oetinger
W. C. Oetinger

ANSWERED
H. B. G.

#1160
Union Co
PR139B

December 9, 1930

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Failing Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1160 for the construction of a bridge over Grande Ronde River near Hilgard on the Old Oregon Trail in Union County has been completed by the contractor, O. N. Pierce, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 19th, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract and which will include the final payment will be $23,201.51. Of this amount $259.69 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR120B

PR139B

PR
Kamela-Hilgard
Grading

OREGON STATE HIGHWAY COMMISSION

December 1, 1930.

Mr. H. C. Smith,
Division Engineer,
Oregon State Highway Dept.,
La Grande, Oregon.

Dear Sir:

Reference is made to your letter of November 28th, relative to the manner of making payment to E. L. Gates for work performed on the channel of the Grande Ronde River.

The fact that this small amount of extra work was performed after the regular contract work was completed, and after the specified time limit had expired, need not affect the manner of making payment for the work, and need not be taken into consideration in computing the date of completion of the Kamela-Hilgard Project, which date of completion may be shown on the final estimate as September 26th, which date according to your letter is the date upon which the regular contract work was completed.

It will, therefore, be in order to submit an extra work order for this work as was suggested in our letter of November 26th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

PR 139 B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

November 28, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

In reply to your letter of November 25th reuqesting that the bill of E. L. Gates for work on the channel of the Grande Ronde River be carried as extra work.

This work was carried in the form of a bill as the work was done after the expiration date of the Gates contract. Gates' time limit expired October 1st, and his work was finished September 24th. Mr. Gates seemed to be one of the few contractors who takes the time limit very seriously and feels that his reputation with the bonding company is considerably strengthened by getting his work done on time.

At the start of the Gates contract there was no intention to deepen the channel of the Grande Ronde River, but when this was suggested by the Bridge Department, it was found practical to do a major portion of it under the Gates contract. On account of the bridge not being finished, however, it was not possible to deepen the channel under that portion occupied by the bridge and false work, and it was supposed that we would do it with our own forces some time this fall after the bridge was finished.

However, when this work was started it was found that Gates' bulldozers were still stored at Hilgard and we made an entirely separate agreement with him to perform this work. Consequently if there are any complications by reason of this portion being done after the expiration of the time limit on the Kamela-Hilgard Section, I would recommend that the account be paid as a bill as originally rendered, as it really had no connection with the Kamela-Hilgard work and was a private agreement made after the contract was finished.

Will you kindly advise whether or not the expiration of the time limit has any bearing on the subject before I make up the extra work agreement.

Very truly yours,

H G Smith

Division Engineer.

HGS:CW

PR 139B

COMMISSIONERS:
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR
Kamela-Hilgard Grading

STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
LA GRANDE, OREGON

September 29, 1930

Mr. Homer G. Johnson
Kamela, Oregon

Dear Sir:

In reply to your letter of September 21st this will advise that the equipment rental with which you have been charged, covered the use of the power blade prior to August first, the date upon which it was agreed that the State would provide an extra blade.

You will recall that prior to August first you had only one of your own blades on the work whereas the specifications called for the use of two blades. There was, therefore, no reason why the State should furnish its blade, rental free, during that period.

In case further details in regard to this arrangement are desired, we suggest that you discuss the matter with resident engineer, J. G. Toole.

Very truly yours

Roy A. Klein
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:S

cc H. G. Smith

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Sept. 26, 1930

RECEIVED
SEP 29
OREGON
STATE HIGHWAY

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: S. H. Probert, Office Engineer

Dear Sir:

In reply to your letter of Sept. 24, referring to the rental of power blade by Homer G. Johnson, can advise that the bill to which you refer is a proper deduction.

Mr. Johnson requested permission to rent this power unit until he could secure one of his own. This request was granted on June 17th, with the understanding he would only use it two weeks or so. On Aug. 1st, when he finally secured a power blade of his own, he requested that we furnish the state blade free, contending that the sub-grade was more difficult than he had estimated, and it would be necessary to have an additional blade, in order to operate plant two shifts. This request was also granted in order to speed up the work. It was not stated or implicated that he would have free rental during the time he had already used this equipment.

During the period, which he is charged with rental for this equipment, he had only two power units on the job, including the state's blade and as his contract specifies two of his own, I do not see where we would be justified in giving him this rental free.

Very truly yours,

Jos. G. Toole
Jos. G. Toole
Resident Engineer

c.c. H. G. Smith

September 24, 1930.

Mr. J. G. Toole,
Resident Engineer,
State Highway Department,
La Grande, Oregon.

Dear Sir:

In reference to rental of equipment by Homer G. Johnson on the Kamela-Hilgard surfacing contract, No. 1156, we quote from his letter of September twenty-first, "............the item for a rental of power blade should not have been deducted as I am supposed to be having free rent on this piece of equipment in offset of extra work on subgrade............" The item referred to is a bill submitted by the shops for rental of a power blade to July 31st, 1930. Please verify this bill by letter if it is a proper deduction.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

cc to H. G. Smith

Write Smith
& Jos G. [illegible]
State pays [illegible] 31 only

HOME ADDRESS
ROSEBURG, OREGON

HOMER G. JOHNSON
HIGHWAY CONTRACTOR

1156

Kamela - Hilgars - Suit

REPLY TO Kamela Oreg
DATE 9/21/31

Ray A Klein
State Highway Engineer
Salem Oreg.

Dear Sir

In reference to equipment rental deducted from my estimate, The item for a rental of power blade should not have been deducted as I am supposed to be having free rent on this piece of equipment, in offset of extra work on subgrade

I trust you will be able to correct this on the estimate or make credit on next estimate, and will save any delay on this estimate by such arrangement

Yours Very Truly
Homer G Johnson

SEP 28 [illegible]

FORM 3-H-1 5-16990 2M 3-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

FA 139B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 22, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Order for Extra Work.
Kamela-Hilgard Section.
#1120

Dear Sir:

Attached please find Order for Extra Work for re-capturing a spring on the Kamela-Hilgard Section, which was disturbed by the operations on a cut between stations 692 and 695. We were very careful in working around this point and did no shooting except at quite a distance from the spring, but in some manner we evidently opened an cut-let so that the water by-passed their former spring box.

We were able to determine where the water was escaping and started work immediately so that the service station would not be deprived of water.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

FORM 2-A-1 2-15545 5000 2-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR139B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO

August
5th
1930

Mr. Roy A. Klein
State Highway Engineer
Office

Dear Sir:

I have recently made an inspection of that portion of the Old Oregon Trail between Kamela and Hilgard with special reference to the activities of Homer Johnson, the contractor engaged in the construction of a water bound macadam and the crushing and stockpiling of betterment and maintenance materials.

The contract calls for the production of broken stone not later than April 1. The contractor actually started producing on June 15 or 2½ months subsequent to the specified date. Investigations disclose that contrary to the contractor's statements, he could have started to produce rock and place the material on the road any time subsequent to April 1, the specified date.

It is true that Smith did not require the contractor to finish at this time because Mr. Johnson had not arrived to drill and shoot his quarry and erect his bunkers and it seemed a needless waste of effort to finish so far ahead of the probable need of such work keeping in mind that such finishing of the work would be more or less destroyed before Mr. Johnson appeared, but Mr. Johnson was advised repeatedly by both Mr. Smith and myself that the grade would be finished and ready for him at any time that he would require this work to be done. However, Mr. Johnson failed to ship his equipment and kept putting us off on one excuse or another. At the Commission meeting in April, he stated that he would have his equipment on the job within ten days and would be ready to go in approximately three weeks. However, he failed to do this.

This long delay in starting has resulted in a serious condition and it is my opinion that it will not be possible for him to complete the road work or the stockpiling of the material this year. Consequently, we will face a serious condition this fall unless some steps are taken to put at least a temporary surfacing on the regraded sections before October 1. I would recommend that we furnish him a grader and a roller, rent free, to expedite the work. While the contract does not require that, he seems to have had a misunderstanding as to the number of rollers required and in view of this misunderstanding, and in order to expedite completion of this job, I would recommend that we concede this point.

He has promised me to put on two 8 hour shifts starting this week and he thinks that he will be able to finish 20,000 yards by September 5 and move and re-open construction by September 25. However, I think this is an optimistic figure and that both dates will be delayed about two weeks. At the present time, he has completed but 15,000 yards of the 70,000 yards in the contract.

In order to avoid the criticism that would be manifested should bad weather develop before the grade is completed, I would suggest that we arrange right after the first of September to place run-of-bank gravel from the Grand Ronde river over those portions of the remaining uncovered sections that will not stand up in bad weather. If possible, some arrangement with Johnson should be made to handle this work and it would appear that the logical time to do this would be at the time that he is moving his plant at which time his trucks would be available. This would be somewhere between September 5 and September 20. The surfacing can be decreased on the sections where the run-of-bank gravel is placed to some extent.

It is my opinion that we should be very careful in awarding Mr. Johnson another contract of this type on a heavily traveled road inasmuch as he has consistently shown no disposition to prosecute his work with the proper diligence to the end that the work [illegible] be completed on time and the traffic difficulties due to bad weather eliminated. He has shown a disposition to contest many points of the specifications and a good portion of the delay has resulted from the dilly-dallying method that he has adopted with reference to the placing of the proper equipment on this job at the proper time.

It would be impossible for him to produce satisfactory stockpile materials subsequent to the fall rains, and the freezing weather will so magnify the difficulties of preparing the subgrade and incorporating the screenings and water with the stone that we probably cannot secure a job to the credit of this Department, and it is my opinion that the work should be shut down at the time that these conditions become manifest and then re-opened and completed next spring at such time as weather conditions permit. The temporary surfacing above referred to probably will not be entirely satisfactory to the public but will eliminate the dangerof closing the road. As per your verbal order, I have instructed Mr. Smith to furnish weekly reports until further orders are given him.

Yours respectfully,

RH Baldock

R. H. Baldock
Maintenance Engineer

RHB/er

6690 8M 8-30
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 23, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Kamela-Hilgard Surfacing.
Homer Johnson contract.

Dear Sir:

Homer Johnson, contractor on the Kamela-Hilgard Section, completed eight-tenths of a mile in six working days, loosing one day on account of repairs to machinery. He expects to start work on the bunkers for his second set-up next week. We estimate that his first set-up will be completed by September 15th, and his second set-up in operation by October 1st.

After the starting of the second set-up it may be possible to go ahead and lay the sub-base course first. This would give sufficient material for winter travel if the weather proved too stormy to finish the entire job.

It is apparent that from eight-tenths to a mile a week is all that Johnson can accomplish, and that very little is gained in trying to work any faster.

Very truly yours,

H G Smith

HGS:OW

Division Engineer.

PR 139B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 139-B

Post Office Building
Portland, Oregon.

July 29, 1930

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By Canfield
F. J. Canfield
Highway Engineer.

Encl.

Axpr 7061

Form P. R. 2
State Oregon
Project No. 139, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

HBG:S

Chief Clerk

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 5th day of May, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of November, 1927, a project statement, which was approved by the Secretary on the 7th day of January, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of August 1929, and approved by the Secretary on the 8th day of July, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred ninety thousand, nine hundred forty-eight and 88/100 dollars ($190,948.88) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

HBG:S

H. B. Glaisyer
Chief Clerk

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(*c*) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 2+43.2 at the Umatilla-Union Counties Line at the east end of Federal Aid Project No. 62, and survey station 703+39.8 at the west end of Section A of said Project No. 139 in the east ½ of Sec.32, T.2 S., R.37 E., W.M., near Hilgard (excepting therefrom those portions between survey stations 654+95 and 655+40 and stations 396+02.7 and 397+15.0) terminal points, a distance of 13.236 miles, known locally as the Kamela-Hilgard Section of the Old Oregon Trail between Pendleton and LaGrande, Union County, being Section B of Oregon Federal Aid Project No. 139, consisting of 13.180 miles of roadway and one bridge of more than 20 ft. clear span 0.056 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

HBG:3

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $277,462.79, Federal Aid $172,665.09; one bridge, approved estimate $29,381.00, Federal Aid $18,283.79.

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, when deemed necessary by the Secretary, it will use every means at its command to place, or to have placed, upon the road embraced in this project such additional surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one hundred ninety thousand, nine hundred forty-eight and 88/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three hundred six thousand, eight hundred forty-three and 79/100 dollars, the approved total estimated cost of Section B of said project.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct

Depart

PAYMENTS

STRICKEN OUT

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

JUL 29

HBC48

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....
(Official or depository)
.... and authorized under the laws of said

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the ....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of July, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518 CWB

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 2+43.2 at the Umatilla-Union Counties Line at the east end of Federal Aid Project No. 62, and survey station 703+39.6 at the west end of Section A of said Project No. 139 in the east ½ of Sec. 32, T.2 S., R.37 E., W.M., near Hilgard (excepting therefrom those portions between survey stations 654+95 and 655+40 and stations 396+02.7 and 397+15.0), locally known as the Kamela-Hilgard Section of the Old Oregon Trail between Pendleton and LaGrande, Union County, and designated in the records of this Department as/Section B of Project No. 139, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $306,843.79 as the total estimated cost of/Section B of said project, and the sum of $190,948.88 as the share of the United States, payable under said acts on account of/Section B of such project, which does not exceed the/authorized Federal pro rata share ~~xxxxxx~~ per cent of said total estimated cost.

Done at the city of Washington, this 8th day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4890

PR 139 B

June 20, 1930

Retail Merchants Credit Bureau
Pendleton, Oregon

Gentlemen:

Replying to your inquiry of the 18th instant concerning Homer G. Johnson wish to say that the last job awarded by the Highway Commission to Mr. Johnson was State Highway contract 1156 for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail. The last contract awarded to Mr. Johnson just preceding no. 1156 was no. 1028 for the resurfacing of the Alsea Mountain-Philomath Section of the Alsea Highway in Benton County.

Relative to the other contractors mentioned in the last paragraph of your letter will say that Mr. Milne of the firm Milne and Dussault held a contract for the regrading of the Neskowin-Otis Section of the Roosevelt Coast Highway in Tillamook and Lincoln Counties, being State Highway Contract 1127. Bowers & Bowers have had a number of contracts with the State Highway Commission, the last of which was for the construction of Unit 4 of the Burnt Hill-Chetco River Section of the Roosevelt Coast Highway in Curry County. O. D. Wolf was awarded a contract by theState Highway Commission for the construction of the Tillamook County line-Grand Ronde Section of the Salmon River Cut-off in Yamhill County. We have no record of the Interstate Construction Company.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

#11[illegible]

Retail Merchant's Credit Bureau, Inc.
STANGIER BUILDING **of** PHONE 571
PENDLETON, OREGON

MAX BAER
AL KOEPPEN, JR.
CLYDE RICHEY
J. C. WOODWORTH

June 18, 1930

[illegible] JUN 19 1930 [illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The Homer G. Johnson Company of Roseburg are in this territory doing some re-surfacing on the highway here.

Will you kindly advise us of the location of their last job in this state prior to coming here?

We wish to secure credit information on them and we frankly admit a check with the last place in which they were located is best.

Also, state whether or not the Milne, the Bauer & Bauer, O. D. Wolfe, and the Interstate Construction companies have ever had contracts with the State of Oregon.

Thanking you, we are

Very truly yours,

RETAIL MERCHANTS CREDIT BUREAU

OM:TM

O Moore
by TM

ANSWERED
H. B. G.

#1156

PR139B

May 19, 1930

General Petroleum Corporation,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of inquiry of May 14th concerning Homer G. Johnson, ~~contractor~~.

Please be advised that Mr. Johnson was awarded state Highway contract No. 1156 - Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties. This contract consists of 14.53 miles of surfacing. The bond furnished in connection with contract was by the Commercial Casualty Insurance Company for whom C. A. Mansfield, Board of Trade Bldg., Portland, Oregon, is resident agent. The amount of bond is $54,335.00 and the amount of the contract is $108,670.00. The completion date of the contract is December 31, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1156

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
WOOD-LARK BUILDING - 367 ALDER STREET
PORTLAND, OREGON

May 14, 1930.

HOMER JOHNSON,
Roseburg, Oregon.

Mr. Roy A. Klein, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer,
Chief Clerk.

Dear Sir:

Mr. Homer Johnson, Roseburg, Oregon, informs us that he has a state highway contract near Kamela, Oregon; and we are desirous of securing the following information:

The description and location of work and job number,- the amount of the contract, the time the job should be completed; and also, the name of bonding company, whom he is dealing with.

Thanking you, we are,

Yours very truly,

Chas. A. Cronn

DIVISION CREDIT MANAGER.

H: Chas. A. Cronn.

FORM 3031

PR 139 B

May 9, 1930

Homer G. Johnson
Roseburg, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Kamela-Hilgard Section of the Old Oregon Trail Highway in Union and Umatilla Counties.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

#1120
31PF.

PR139B

Union Oil Company of California

PRODUCERS AND REFINERS OF
AND ASPHALT
OILS AND GREASES

Portland, Oregon

May 7, 1930

Union Oil Company,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of yesterday concerning E. L. Gates.

Please be advised that Mr. Gates has contract No. 1120 which is known as the Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties. This contract consists of 14.55 miles of regrading. The bond in connection with this contract was furnished by the Aetna Casualty & Surety Company for whom Eaton, Lively & Pearson, Yeon Bldg., Portland, Oregon, are resident agents. The bond is in amount $36,294.50. The completion date of this contract is August 31, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1120

IN REPLY GIVE No.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

May 6, 1930

RECEIVED
MAY 7 1930
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Ore.

✓

RE: E. T. Gate
Kamela, Ore.

Gentlemen:

We are advised that the Gates Construction Company has contract #1120 at Kamela, Oregon, for construction work on the Oregon Trail Highway. Inasmuch as we are anticipating furnishing products to a sub-contractor, Mr. H.R. Williams, we will greatly appreciate your furnishing us the name of the bonding company, the amount of the bond and the approximate date of completion of this particular job.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin

District Manager

LH PM

Form 39—D14454—2500—11-29

PR 139 B

STATE OF [illegible] STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Date April 19th, 19 30

Job name Kamela - Hilgard
Br. Stone Surfacing
Highway Old Oregon Trail
County Union & Umatilla *Job prefix* 31 P.F.-1

Week from April 13th *to* April 20th
Mail address La Grande, Ore.
Telegraph or telephone address " "
Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor and superintendent arrived on job April 14th and began preparations for construction of plant and drilling of quarry.

A crew of ten men and one team have been working during the past week on the installation of small diesel engine (25 H.P.), to be used for power for drilling of quarry, grading of quarry roads, and leveling of sites for bunkers and machinery.

(See back of this sheet for instructions and detailed information.)

Signed Jm. G. Dooly.

Title Resident Engineer

00 139 B

GRADING CONST N

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week .... men,
.... teams, ... steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 14.53

Miles completed none

Miles partially done none

Total cubic yards in project 73,000

Cubic yards produced to date none

Average daily yardage produced this week

Average daily yardage necessary to complete on time 285

Contractor's average force for week 10 men,
1 teams, ... trucks

Project will be completed about Dec. 31, 1930

Number of men in Engineering Party none

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,
.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

PR 139 B

April 10, 1930

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: C. L. Tostevin
District Manager

Gentlemen:

Replying to your inquiry of the 8th instant concerning the contract awarded to O. R. Pierce Construction Company for the construction of a bridge at Hilgard, Oregon wish to say that this is State Highway Contract no. 1180. The bridge is over the Grand Ronde River on the Old Oregon Trail 7-3/4 miles west of La Grande. The contract was awarded on February 27, 1930. The amount of the contract is $26,710.00. The amount of the bond is $26,710.00. The bond was written by the Fidelity & Deposit Company of Maryland, R. E. Finney, agent, Failing Building, Portland, Oregon. The specified date of completion is September 30, 1930.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

IN REPLY GIVE No.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

April 8, 1930

Oregon State Highway Commission,
Bureau of Public Roads,
Salem, Oregon.

RE: Pierce Construction Co.
La Grande, Oregon.

Gentlemen:

We are advised that the O. N. Pierce Construction Company, 206 Russell Street, Portland, Oregon, have a contract for building a bridge #1248 at Hilgard, Oregon, contract #1160, job prefix 31 P.F. 2.

Inasmuch as we are anticipating furnishing petroleum products to the Pierce Construction Company on this particular job, we will greatly appreciate your advising us whether or not they are operating under a bond, and if so, the name of the bonding company.

Thank you.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin
District Manager

LH PM

ANSWERED
H. B. G.

PR 139 B

April 9, 1930

Mr. Homer G. Johnson
Easton, Washington

Dear Sir:

Reply is made to your letter of April 8, 1930 in connection with the Kamela-Hilgard surfacing project, Old Oregon Trail, Union County, contract No. 1156. I have read over your letter and will comment on the two items of the special provisions to which you have called attention.

The inclusion of the word "hauling" in the first sentence of the third paragraph on Sheet 6 of the special provisions is an error and this word should be crossed out, although the fact that the hauling work is to be separately paid for is so clearly specified in both the second and fourth paragraphs on Sheet 6, that the inclusion of the word in the third paragraph should not result in any misunderstanding. However, this word should be eliminated.

The blading of a part of the existing surfacing materials to the edges of the roadway, there to serve as shoulders for the new surfacing is definitely specified on Sheet 3 of the special provisions to be a part of the preparation of subgrade work, payment for which is to be covered in the prices bid for the new materials entering into the surfacing construction. Even if it were not so specified, it would be difficult to construe the blading of those materials to the edges of the roadway to be a salvaging of the old surfacing materials. The fact that the materials to be allowed for under the item of "Salvaging Surfacing Materials" are to be measured in trucks, indicates quite definitely that the intent of the specification is to classify as salvaged surfacing materials only such of the surfacing materials as are loaded into trucks and deposited at some more or less distant point. This view is supported by the fact that an allowance for the hauling of salvaged surfacing materials is to be made in connection with each cubic yard salvaged. If, on the other hand, the contractor were to receive allowance at the bid prices for salvaging surfacing materials for such materials as are simply bladed to the edges of the roadway, he would also receive allowance in connection with those materials for one-half mile of hauling, which, of course, would be absurd. The intent of the specification is further indicated by the provision that the materials to be allowed for as salvaged surfacing materials are such materials as the engineer may designate and order salvaged. The blading of the surfacing materials to the edges of the roadway is not work which is to be ordered by the engineer but which is specifically called for by the specifications.

The reference which is made in the specifications relating to the salvaging of old surfacing materials, to materials to be placed along the edges of the roadway to serve as shoulders to the new surfacing, applies to such materials as the engineer may desire to have salvaged and used in the construction of shoulders along portions of the new surfacing which are being constructed on earth subgrades where the shoulders can not be provided as a part of the preparation of subgrade work.

It is very important that surfacing rock be provided at once in order to cover the newly graded sections so that traffic may pass over this work with the greatest convenience possible under conditions which exist at this point; therefore, it is necessary that you get your plant on the ground and start producing materials at the earliest possible date. I will expect to see your plant moved in on this job at once. It is all very well to talk about big output, but what we are interested in now is seeing production started so that the graded sections may be covered and traffic satisfactorily cared for.

Very truly yours,

State Highway Engineer.

RAK:HI

cc R. G. Smith

Easton, Washington,
April 8, 1930.

Roy A. Klein, State Highway Engineer,
Salem, Oregon.

Dear Sir:

In Re: Kamela - Hilgard Surfacing Project near
LaGrande, Oregon - Your Contract No. 1156

I have today signed these contracts and left them with the Commercial Casualty Insurance Company in the Board of Trade Building, Portland, which they will sign and send to you as soon as I notify them.

There are two items in the Special Provisions, in which there might be some difference in the interpretation by the field engineer as I understand there is to be a new engineer on the job now then was there when the plans were drawn up and I would like a letter from you as a supplement to the contract which will make more clear the meaning of these two paragraphs so that there will be no misunderstanding.

The first of these items is relative to the measuring and payment on page 6 of the Special Provisions. The pay items have been enumerated from 1 to 8, which includes the item of "hauling surfacing materials". Just below this item #8, it says "No separate or additional payment will be made for the preparation of subgrade, hauling or rolling." These two paragraphs are in entire conflict with each other. The word "hauling" in the latter should have been omitted.

On page 9 of the Special Provisions relative to the salvaging of old surfacing materials, from my understanding with the engineer on the job at the time of bidding and from the wording of the special provisions, it was the intention that the handling of any of the old surfacing materials that went into the construction of the shoulders for the new surfacing or that was placed along by the side of the road and that was re-incorporated into the new surfacing material would be paid for under the item of "Salvaging of old surfacing materials" and that any movement up to 200 foot haul of the present surfacing materials which went into the construction of the subgrade under the new surfacing materials would be construed as paid for under "Other Items".

As these items, especially the hauling, run into a lot of money, I would rather have it set out a little plainer before signing the contracts so that no misinterpretation will arise.

I trust that after you read these paragraphs referred to that you will quite agree with me for the necessity of making these provisions more distinct.

With reference to the starting operations on this job, I feel that weather conditions are now right and I have already dispatched drilling equipment and men who will get the quarry into shape within the next week or so; so that the crushing plant can be installed at that time.

Owing to the size and the importance of this job to the Highway Department, I can assure you of my intentions to try to make this a redord breaking job of volume production in getting out surfacing materials. I am going to arrange my crushing plant so that I will be able to put out 1000 yards a day under double shift and hope to make an average on the job of 700 to 800 yards per day.

Yours very truly,

Homer G. Johnson

HJ:N

Homer G. Johnson

Reply to Easton Wash.

[illegible]AN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 8, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to Mr. Klein:

Referring to Mr. H. G. Johnson's letter of April 8, concerning certain details of the special provisions relating to the Kamela-Hilgard surfacing project, I suggest that you advise Mr. Johnson as follows:

1. The inclusion of the word "hauling" in the first sentence of the third paragraph on Sheet 6 of the special provisions is an error, and the word should be crossed out, although the fact that the hauling work is to be separately paid for is so clearly specified in both the second and fourth paragraphs on Sheet 6, that the inclusion of the word in the third paragraph could not possible result in any misunderstanding.

2. The blading of a part of the existing surfacing materials to the edges of the roadway, there to serve as shoulders for the new surfacing, is definitely specified on Sheet 3 of the special provisions to be a part of the preparation of subgrade work, payment for which is to be covered in the prices bid for the new materials entering into the surfacing construction. Even if it were not so specified, it would be difficult to construe the blading of these materials to the edges of the roadway to be a salvaging of the old surfacing materials. The fact that the materials to be allowed for under the item "Salvaging Surfacing Materials" are to be measured in trucks, indicates quite definitely that the intent of the specification is to classify as salvaged surfacing materials only such of the surfacing materials as are loaded into trucks and deposited at some more or less distant point. That such is the intent is indicated also by the fact that an allowance for the hauling of salvaged surfacing materials is to be made in connection with each cubic yard salvaged. If the contractor were to receive allowance at the price bid for salvaging surfacing materials for such materials as are simply bladed to the edges of the roadway, he would also receive allowance in connection with those materials for one-half mile of hauling, which, of course, would be absurd. The intent of the specification is further indicated by the provision that the materials to be allowed for as salvaged surfacing materials are such materials as the engineer may designate and order salvaged.

Memo to Mr. Klein #2 4/9/30

The blading of the surfacing materials to the edges of the roadway is not work which is to be ordered by the engineer, but is work which is specifically called for by the specifications.

3. The Reference which is made in the specification relating to the salvaging of old surfacing materials, to materials to be placed along the edges of the roadway to serve as shoulders to the new surfacing, applies to such materials as the engineer may desire to have salvaged and used in the construction of shoulders along portions of the new surfacing which are being constructed on earth subgrade where the shoulders can not be provided as a part of the preparation of subgrade work.

S. H. Probert

S. H. Probert
Office Engineer

SHP:AP

PR 139B

PR#

April 8, 1930.

Memorandum to Mr. Klein:

Referring to Mr. H. G. Johnson's letter of April 8, concerning certain details of the special provisions relating to the Kamela-Hilgard surfacing project, I suggest that you advise Mr. Johnson as follows:

1. The inclusion of the word "hauling" in the first sentence of the third paragraph on Sheet 6 of the special provisions is an error, and should be crossed out, although the fact that the hauling work is to be separately paid for is so clearly specified in both the second and fourth paragraphs on Sheet 6, that the inclusion of the word in the third paragraph could not possible result in any misunderstanding.

2. The blading of a part of the existing surfacing materials to the edges of the roadway, there to serve as shoulders for the new surfacing, is definitely specified on Sheet 3 of the special provisions to be a part of the preparation of subgrade work, payment for which is to be covered in the prices bid for the new materials entering into the surfacing construction. Even if it were not so specified, it would be difficult to construe the blading of these materials to the edges of the roadway to be a salvaging of the old surfacing materials. The fact that the materials to be allowed for under the item "Salvaging Surfacing Materials" are to be measured in trucks, indicates quite definitely that the intent of the specification is to classify as salvaged surfacing materials only such of the surfacing materials as are loaded into trucks and deposited at some more or less distant point. That such is the intent is indicated also by the fact that an allowance for the hauling of salvaged surfacing materials is to be made in connection with each cubic yard salvaged. If the contractor were to receive allowance at the price bid for salvaging surfacing materials for such materials as are simply bladed to the edges of the roadway, he would also receive allowance in connection with those materials for one-half mile of hauling, which, of course, would be absurd. The intent of the specification is further indicated by the provision that the materials to be allowed for as salvaged surfacing materials are such materials as the engineer may designate and order salvaged.

The blading of the surfacing materials to the edges of the roadway is not work which is to be ordered by the engineer, but is work which is specifically called for by the specifications.

3. The Reference which is made in the specification relating to the salvaging of old surfacing materials to materials to be placed along ~~the~~ edges of the roadway to serve as shoulders to the new surfacing, applies to such materials as the engineer may desire to have salvaged and used in the construction of shoulders along portions of the new surfacing which are being constructed on earth subgrade where the shoulders can not be provided as a part of the preparation of subgrade work.

S. H. Probert
Office Engineer

SHP:AP

PR 139B

April 7, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the grading and surfacing of the Kamela-Hilgard Section, and also the Grand Ronde River Bridge, Project 139-B.

The quantities shown in the estimate for the grading have been changed to conform with the revised plans, four blue print copies of which are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosure

Oregon State Highway Department Project No. 139-B

KAMELA-HILGARD SECTION OF THE OLD OREGON TRAIL

IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 7, 1930.

Grading:

All Required	Clearing and Grubbing		$ 1,375.00
36,000 cu.yds	Common Excavation	.35	12,600.00
70,000 cu.yds	Intermediate Excavation	.45	31,500.00
142,000 cu.yds	Solid Rock Excavation	.75	106,500.00
121,000 yd.sta.	Overhaul	.01	1,210.00
37,000 yd.mi.	Truck Haul	.20	7,400.00
560 lin.ft	12" Concrete Pipe	1.05	588.00
1,100 lin.ft	18" Concrete Pipe	2.15	2,365.00
210 lin.ft	24" Concrete Pipe	3.40	714.00
90 lin.ft	36" Concrete Pipe	5.80	522.00
530 lin.ft	12" Corr. Galv. Iron Pipe	1.23	651.90
320 lin.ft	18" Corr. Galv. Iron Pipe	1.95	624.00
220 lin.ft	24" Corr. Galv. Iron Pipe	2.70	594.00
100 lin.ft	36" Corr. Galv. Iron Pipe	5.20	520.00
150 cu.yds	Cement Rubble Masonry	10.00	1,500.00
270 lin.ft	Salv. and Reinstalling Culv.Pipe	.50	135.00
6,200 lin.ft	Salv. Guard Fence	.15	930.00
4,600 cu.yds	Salv. Surf. Matls.	.60	2,760.00
3,750 yd.mi.	Hauling Salv. Surf. Matls.	.25	937.50
2,750 cu.yds	Gravel or Talus Cushion	.30	825.00
5,500 yd.mi.	Hauling Cushion Materials	.15	825.00

Surfacing:

20,150 cu.yds	Sub-base Materials	1.15	23,172.50
13,700 cu.yds	Base Materials	1.20	16,440.00
4,300 cu.yds	Top Materials	1.20	5,160.00
4,550 cu.yds	Key Materials	1.20	5,460.00
5,000 cu.yds	Screenings	1.20	6,000.00
90,000 yd.mi.	Hauling Br. Stone (Tr. Meas)	.17	15,300.00
3,650 cu.yds	Earth Filler	.40	1,460.00
11,000 yd.mi.	Filler Haul	.20	2,200.00
1,850 cu.yds	Salvaged Surfacing Matls.	1.00	1,850.00
1,850 yd.mi.	Hauling Salv. Matls.	.20	370.00
	Sub-total (roadway)		$ 252,238.90
	10% Engr. & Cont.		25,223.89
	Total		$ 277,462.79

Grande Ronde River Bridge

440 cu.yds	Excavation	$ 3.00	$ 1,320.00
30 cu.yds	Excavation below plans	6.00	180.00
50 cu.yds	Seal Concrete	20.00	1,000.00
400 cu.yds	Cl. "A" Concrete	20.00	8,000.00
250 cu.yds	Cl. "D" Concrete	23.00	5,750.00
136,000 lbs	Metal Reinforcement	.05	6,800.00
610 lin.ft	Concrete Handrail	6.00	3,660.00
	Sub-total		$26,710.00
	10% Engr. & Cont.		2,671.00
	Total		$29,381.00

Length of Roadway (excluding structure)		13.180 miles
Glover Overcrossing (non-participating)	130.5'	
Five Point Creek Br. " "	45.0	
Total length nonparticipating Str.)	175.5	0.033 miles
Grande Ronde River Br.(participating)	300.0'	0.057 miles
Gross length of Proj. (including all structures)		13.270 miles

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Roadway	$277,462.79	$172,665.09 (62.23%)	$ 104,797.70
Gr. Ronde River Br.	29,381.00	18,293.79 (62.23%)	11,087.21
	$306,843.79	$190,958.88	$ 115,884.91

State Funds for Constr. Chapter 175, Laws 1917; Chapter 31, laws 1920
" " " Maint. Chapter 41, laws 1927.

PR 139 B

March 29, 1930

O. E. Pierce
206 Russell Street
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the Grand Ronde River on the Old Oregon Trail Highway in Union County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

PR 139B

March 12, 1930

Mr. O. N. Pierce
206 Russell Street
Portland, Oregon

Dear Sir:

We sent you yesterday by express four copies of contract no. 1160 which was awarded to you by the State Highway Commission at its meeting on February 27 covering the construction of a bridge over the Grand Ronde River on the Old Oregon Trail in Union County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 9 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

COMMISSIONERS
H. B. VAN DUZER
C. E. GATES
ROBERT [illegible]

OREGON STATE HIGHWAY COMMISSION
LA GRANDE, OREGON

PR134B

March 8, 1930.

Mr. H. G. Smith
Division Engineer
State Highway Department,
LaGrande, Oregon.

Dear Sir:

In accordance with your letter of March 6, we are adding to the preliminary estimate of cost for the Kamela-Hilgard Section an item of $4,000 to cover the sprinkling work which is to be done by state forces.

The matter of responsibility for payment for the sprinkling work is covered in the third paragraph on Sheet #8 of the special provisions.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

EP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

March 4, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Will you kindly budget $6,000.00 for sprinkling on the Kamela-Hilgard Section of the Old Oregon Trail as it is intended that the sprinkling shall be done by State Forces.

The special provisions on page 4 do not definitely state that the State is to do the sprinkling, but since that has been our custom for so many years, I presume that is to be followed.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Covered in 7th P
sheet #6

PR 139B

March 5, 1930

Mr. H. G. Johnson
Roseburg, Oregon

Dear Sir:

This letter is to inform you that we have today received a communication from the State Industrial Accident Commission to the effect that you are in default to that Commission in the sum of $39.84 as of October 17, 1928.

In accordance with the general provisions of our contract, you will be expected to accept the Oregon Workmen's Compensation Law in connection with the contract recently awarded you by the State Highway Commission and you will be expected to carry on your work in strict compliance with the provisions of that law.

The State Industrial Accident Commission advise us that the Workmen's Compensation Law as it concerns a firm in default, reads as follows:

"When an employer is in default in the payment of any contribution required hereunder and an injury occurs to any of his workmen during the period of such default, if such default be after demand for payment, such employer shall not be entitled to any of the benefits of this act, but shall be liable to the injured workman, or to those claiming under him in case of death, as he would have been prior to the passage of this act."

Since our requirement is that you accept the Workmen's Compensation Law for the benefit of workmen, we would suggest that you take steps to immediately pay off your account with the Accident Commission so that you may become entitled to the benefits of that act.

Please give this matter your immediate attention.

Very truly yours

ROY A. KLEIN
State Highway Engineer

BY

H. B. Glaisyer
Chief Clerk

HBG:EF

PR 139 B

February 26, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In preparing the specifications for the surfacing of the Kamela-Hilgard Section, Federal Aid Project Nos. 82-A and 139-B, we neglected to include a provision limiting the quantity of filler materials to be incorporated in the surfacing to a maximum of fifteen per cent of the amount of broken stone.

This letter is your assurance that in the performance of the work, the quantity of filler used will not exceed fifteen per cent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

February 26, 1930.

Mr. H. G. Smith
Division Engineer
State Highway Department,
LaGrande, Oregon.

Dear Sir:

In order to secure approval by the Bureau of Public Roads of the plans for the surfacing of the Kamela-Hilgard Section, it has been necessary for us to give assurance that the quantity of filler material to be used will not exceed fifteen per cent of the amount of broken stone.

Please see that this requirement is complied with in the performance of the work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Feb. 25, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to previous correspondence and particularly to our letter of December 9th, 1929 as to changes made in Oregon F.A.P. No. 139-Section B, the Kamela-Hilgard Section of the Old Oregon Trail.

Inasmuch as we have not received the estimate revised to include increased quantities as noted in our letter above referred to, we presume you will now desire to wait until the surfacing contract is awarded before submitting this estimate. However, we would like to urge that this estimate be submitted as promptly after the award as possible, in order that the agreement covering this project may be prepared and executed.

Regarding the special provisions covering this project and also other projects submitted this week, it is noted that the amount of filler is left optional with the engineer. This matter has been discussed at various times, and we will be unable to approve specifications which do not limit the filler to not over fifteen per cent.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 9, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to previous correspondence and conversations relative to Oregon Federal aid project No. 139-Section B, the Kamela-Hilgard Section of the Old Oregon Trail.

Due to the increase in quantities on this project, it is presumed that the State will desire Federal aid, and therefore the preparation of the project agreement has been deferred -- pending adjustment of the proposed changes.

If you desire Federal aid on the increased quantities, will you please subnit at an early date an estimate revised to include the increased quantities.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

ZER, CHAIRMAN, PORTLAND
ATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

January 25, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Hilgard-Kamela Section.

JAN [illegible] 1930

Attention: Mr. Probert

Dear Sir:

Mr. Stiffler is forwarding the revised sheets of the Kamela-Hilgard Section showing the alignment, yardage and haul after having the job pretty well revised to fit the construction conditions.

As this is to be submitted to the Bureau as a basis for obtaining Federal funds, it is thought best to make the estimate sufficiently large and not to reduce it beyond conservative amounts. It, therefore, shows an over-run of some $8,000.00 is over the contract price, but it is anticipated that the job can be kept to practically contract figures as we are carrying some 9,000 yards of over-break which is hardly likely to occur. There are sufficient other items of small amounts which also can possibly be saved.

This apparent over-run is caused by an excess of some $2285.00 between stations 593 and 604 along the bluffs along the Grande Ronde River. Here Mr. Baldock advised that he considered the present roadbed satisfactory for permanent standards, but upon more careful checking with the construction party we find that while it has sufficient width in places, that it is not uniform and should be widened to give the standard width for the rest of the job.

The rest of the over-run occurs in making the fill for the bridge at the Grande Ronde River, as it was our original intention to borrow for this fill but after the plans had gone in, Mr. Baldock made a proposal that we secure the material between the Hilgard Over-head and the Perry arch by widening that section. No provision, however, was included in the estimate to take up the extra cost due to increased classificaton and haul. The idea is very good, however, and much better material can be secured forthe bridge fill than could have been by borrow. Any

N, CHAIRMAN, PORTLAND
YES, MEDFORD
OBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Mr. Probert: -2- 1/25/30 -- Hilgard-Kamela Section.

extra expense will be justified by the heavier material in the fill.

Attached is a letter from Mr. Stiffler.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

UZER, PORTLAND, CHAIRMAN
GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON
Jan,24, 1930.

Mr. H.G.Smith,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Am submitting revised plans for the Kamela-Hilgard Section of the Old Oregon Trail.

All revisions, constructed or contemplated, are shown on the accompanying blue print copies of Federal Aid Project No. I39-B.

You will find included a revised summary of quantities for for the entire project. In this summary, you will note a difference in classification over the preliminary quantities, mainly between the Intermediate and Solid Rock, on the first 7.5 miles of this project; cross-sectioned and roughed out by the contractor.

A percentage of I½ has been used for overbreak, slides, etc, and the classification shown is that observed during construction.

This percentage for overbreak, and change in classification applies only to Miles I to 8 inclusive.

On Mile 9 and IO, quantities have been rebalanced from topography taken from the located line, therefore the percentage for overbreak, slides etc, has been decreased from 5.65% in the estimate to 4% at the present time.

On Miles 11 to 15 inclusive, quantities have been balanced either from new topography, from the located line, or from actual cross sections. Apercentage of 5% has been used for overbreak etc, rather than the 5.65% on the preliminary estimate, as I feel the final quantities will be well within this limit.

In Mile9 an item of $ 2000.00 is shown as work performed by State Forces in widening the Spring Creek Box Culvert.

As this culvert, with the headwalls, was located at the p point where two curves reverse, this extension, with a slight change in line, gives a 32 foot roadbed at this point.

The cost of extending this culvert has not been considered in the following discussion of the various changes and comparisons.

Have also secured a 36 foot roadbed from Station 393 to Station 396 at the North approach to the Glover Overhead, as this approach is on a % 5% grade and a 44 degree curve.

Revised plans show for Mile 9 an increase of around $2634 in obtaining the above mentioned improvements.

In Mile 10 and 11, from Sta.416 to 483, the roadbed has been increased from 24 feet, as shown on the original typical section, to 26 feet, having 4 foot side ditches with 3:1 side slopes, as per the section shown upon the sheets.

...ZER, PORTLAND, CHAIRMAN
...ATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Therefore the revised summary of Miles 10,11, and 12, show a decrease of approximately $4560 in cost.

From the location topography, it is apparent no work was contemplated from Sta.593 to Sta.604, along the bluffs above the Grand Ronde River. In checking up the width of the present roadbed between these stations, I find it averages between 19 and 23 feet, therefore the alignment has been revised, so that with the minimum cost, the standard roadbed of 25 feet, clear of the ditches, on side hill work, has been secured. This shows an increase of approximately $2285 in the cost of Mile 13.

Mile 14 shows an increase in cost of approximately $2315 in replacing the borrow, with 70 to 80% rock, obtained from throwing the line to the left or into the hill, between Sta,630 and Sta,640 a sufficient distance to obtain a 1½:1 slope from the edge of the new roadbed on the right, to the ditch line along the Mt Emily Lumber Co's Logging R.R. See section on F.A.Sheet No,24.

At the present a section of the roadbed is held from sliding onto the R.R. below, by a wooden retaining wall. This procedure seems warranted for permanent construction.

You will note $3650 or 42% of the total increase occurs in Mile 15, after a considerable reduction, from a talk with Mr.Pazson, whereby the grade line on the new bridge oner the Grande Ronde River has been lowered one foot.This is due to a change in classification in widening the first mile of highway East of the Hilgard Overhead, to secure fill material for the East approach to the new bridge, and the fact that no truck haul for this item was included in the contract quantities, although mentioned in the special provisions.

This leaves an increase of about $1993 for the first 8 miles due to changes in alignment demanded by the O.W.R.R. & N. Co., at the last minute or during construction between Sta. 245 and Sta, 272.

In order to have the standard roadbed, the danger to the R.R. Co., was too great to widen the old roadbed on the fill or R.R. side , the amount originally contemplated. Therefore it was necessary to shift the center line to the left , into the hill, with an increase in excavation quantities of 1500 yards. Some part of this increase in the first 8 miles is due to a difference in classification.

Incidently the following improvements in alignment, in the first 8 miles, other than those previously discussed with Salem and the Bureau of Public Roads, have been secured.

Station	134	---	16	degree	curve,	reduced	to	10	degree	curve
"	190	---	4	"	"	"	"	1	"	"
"	211	---	18	"	"	"	"	14	"	"
"	247	---	6	"	"	"	"	4	"	"
"	323	---	6	"	"	"	"	5½	"	"
"	365	---	10	"	"	"	"	6½	"	"
"	395	---	48	"	"	"	2	44	2	"

This makes a total increase in cost of this project of $8316, exclusive of the Spring Creek Culvert extension, and contains what I judge is a safe margin for slides, overbreak, and incidentals, as the project should finish within this figure.

A set of tabulation sheets are also being submitted, showing the quantities, and classification by stations, for each Mile.

Very Truly Yours,

W.W.Stiffler,
Resident Engineer.

PR 139B

February 25, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans for the Grand Ronde River Bridge, Project 139-B.

Under separate cover we are sending five blue print copies of the title sheet.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department Project No. 139-B.

GRAND RONDE RIVER BRIDGE ON THE OLD OREGON TRAIL

IN UNION COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 25, 1930.

440 cu.yds	Excavation	$ 3.00	$ 1,320.00
30 cu.yds	Excavation below plans	6.00	180.00
50 cu.yds	Seal Concrete	14.00	700.00
400 cu.yds	Cl. "A" Concrete	22.00	8,800.00
250 cu.yds	Cl. "D" Concrete	22.00	5,500.00
136,000 lbs	Metal Reinforcement	.0525	7,140.00
610 lin.ft	Concrete Handrail	5.00	3,050.00
	Sub-total		$ 26,690.00
	10% Engr. & Cont.		2,669.00
	Total		$ 29,359.00

Length of Structure 300 ft. 0.056 miles.

State Funds Available	$ 11,088.90	
Federal Aid Requested	18,270.10	(62.23%)
	$ 29,359.00	

PR 139 B

February 21, 1930.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications and five sets of special provisions for the surfacing of the Kamela-Hilgard Section, Project 139-B.

Five copies of revised Sheet #2 of the plans are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. H. Nash/AP

Encls.

Oregon State Highway Department   Project No. 139-B

KAMELA-HILGARD SECTION OF THE OLD OREGON TRAIL

IN UNION COUNTY

(Estimate with specifications. Not as basis for modified agreement.)

Salem, Oregon, Feb. 19, 1930.

Surfacing

20,150	cu.yds	Sub-base Materials	$1.50	$ 30,225.00
13,700	cu.yds	Base Materials	1.55	21,235.00
4,300	cu.yds	Top Materials	1.70	7,310.00
4,550	cu.yds	Key Materials	1.70	7,735.00
5,000	cu.yds	Screenings	1.70	8,500.00
90,000	yd.mi.	Hauling Br. Stone (Tr. Meas)	.16	14,400.00
3,650	cu.yds	Earth Filler	.30	1,095.00
11,000	yd.mi.	Filler Haul	.20	2,200.00
1,850	cu.yds	Salvaged Surf. Matls.	.60	1,110.00
1,850	yd.mi.	Hauling Salvaged Matls.	.25	462.50
		Sub-total		$ 94,272.50
		10% Engr. & Cont.		9,427.25
		Total		$ 103,699.75

Length of Project (excluding bridges)	13.203 miles
Length of bridges (non-participating)	0.082 "
Length of Project (including bridges)	13.285 "
Cost per mile, surfacing	$7,851.28

State Funds Available	$39,167.40	
Federal Aid Requested	64,532.35	(62.23%)
	$ 103,699.75	

FORM 9-M-1 D-12466 1000 8-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

January 18, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Kamela-Hilgard Resurfacing.

Attention: Mr. Baldock

Dear Sir:

Special provisions, estimate of costs for the comparison of bids, and straight line diagram for the Kamela-Hilgard Section resurfacing, are going forward today. Will you kindly have the sketch map and typical sections made in the Salem office.

I have added a slight amount of salvaged surfacing merely to protect us in case there should develop certain sections from which it is inadvisable for the grading contractor to remove the old surfacing. I am not at all sure that any of this will develop, but I believe it should be added to the contract as a measure of safety.

Following the specifications which you sent me, the surfacing has been written in place without haul, but it occurs to me that it possibly would have been better to follow the example of some of our other specifications and provide for separate payment to be made for hauling broken stone truck measure. There is some uncertainty as to the amount of key stone and screenings to be used per mile, and some economy might be effected if the hauling were paid for separately. In case you care to change this, I find there is a total of 103,000 yard miles of haul in the surfacing portion of the contract with an average haul of 2.0626.

The quarries being situated practically at the quarter points, there is no reason to haul any of the stock piled material. I have, however, provided for hauling broken stone pile measure to allow one-half mile haul on all material stock piled in the vicinity of the quarry. This seems to be desired by the contractors rather than taking a big in place within one-half mile of the quarry, as it allows them to settle

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Mr. Baldock: -2- 1/18/30 -- Re:Kamela-Hilgard Resurfacing.

with their sub-contractors at contract measurements. However, the specifications could be written so as to provide for stock piling material within one-half mile of the quarry without haul allowance. It is possible to stock pile adjacent to the quarry at station 276.36, but it is questionable if all the material at quarry 270.04 could be stock piled much closer than one-half mile.

In reading over your report on your inspection trip through the middle west, it would appear that the states of Massachusetts and Rhode Island construct this type of macadam in one course, and I presume they depend upon the bituminous top to remove the inequalities and get the required smoothness. From our experience with the Hilgard-La Grande section it would appear very desirable to omit the base course and construct the macadam entirely from sub-base rock. It would seem that the strength in the macadam is furnished entirely by the sub-base rock and that the base rock is merely used for smoothness, and that this might be obtained by more care in the sub-base course without the dangers inherent to a macadam laid in so many courses and the loss in strength caused by the use of the finer material in the base course. There is danger of a poor bond with a base course of only 500 yards, and it would give a much stronger road to add this amount of sub-base rock and omit the base rock entirely. The two sub-base courses are heavy enough to bind together, but it would seem there would be a decided plane of weakness between the base course and sub-base course.

Very truly yours,

H G Smith

Division Engineer.

HGS:CW

cc Mr. Probert

FORM 2-H-1 8-12456 1000 8-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 139B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

December 31, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Herewith please find order for extra work #1 for hand-placing slopes on the Kamela-Hilgard Section.

Many of the cuts on this section contain round "Nigger heads" or bowlders which have to be handled very carefully on the steep sidehills to prevent rolling down on the railroad. Special care is being taken to prevent the rocks on fills working loose and rolling onto the railroad right of way. This is done by going over the fills and hand placing all questionable rocks.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

PR139B

December 27, 1929

General Petroleum Corporation of California
Woodlark Building
Portland, Oregon

Attention: Chas. A. Cromm

Gentlemen:

Replying to your inquiry of the 20th instant addressed to Mr. G. H. Yeager concerning the contract awarded to Mr. E. L. Gates on the Old Oregon Trail, wish to say that this is State Highway contract no. 1120 and covers the re-grading of the Kamela-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties. This contract was awarded to Mr. Gates on August 29, 1929 and the completion date is August 31, 1930. The bond is in the sum of $86,295.50 and was written by the Aetna Casualty and Surety Company, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland. The amount of the contract is $172,591.00.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG: S

H. B. Glaisyer
Chief Clerk

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
WOODLARK BUILDING - 387 ALDER STREET

PORTLAND, OREGON

December 20, 1929.

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. G. M. Yeager

Gentlemen:

We are desirous of securing the following information, and being in doubt as to just who it should be referred to,- we are addressing it to you with the thought that you will pass it on to the proper authorities.

Mr. E. L. Gates of Wolf Point, Montana, has been awarded the contract for work on the Old Oregon Trail between the points of Kamela and La Grande, Oregon.

We are interested to know the description of the work and the job number,- amount of contract,- the time the job should be completed, and also, Mr. Gates' bonding company.

Thanking you in advance for your courtesy in this matter,- we are,

Yours very truly,

Chas A. Cronn

DIVISION CREDIT MANAGER.

H: C. A. CRONN.

ANSWERED
H. B. G.

PR#139 B

December 13, 1929.

Mr. W. H. Stiffler,
Resident Engineer
State Highway Department,
LaGrande, Oregon.

Dear Sir:

It will be necessary to submit to the Bureau of Public Roads revised plans for those portions of the Kamela-Hilgard Project on which line revisions were made at the Bureau's request. Please therefore, at your convenience, provide us with the information that will be needed in connection with the preparation of the revised plan sheets. This information should include plats showing complete alignment notes, ties and equations, and profile plates showing the revised grade and ground lines and distribution of quantities.

Thinking that it might be of some assistance to you in this connection, we are sending under separate cover blue print copies of those of the federal aid plan sheets which are affected.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR#1
139-B

[illegible]

November 30, 1929

Mr. H. G. Smith,
Division Engineer,
State Highway Department,
Box 908,
La Grande, Oregon.

Dear Sir:

In response to your letter of November 25, 1929, I have had a further conference with Mr. T. M. Davis of the Bureau of Public Roads regarding the modification of curvature on the Kamela-Hilgard Section, with particular reference to the curves at Stations 298 and 307. After considering the matter, Mr. Davis will withdraw his suggestion for a 16° curve at Station 298 and the modifications which he suggested at Station 307 which were outlined on the blue print sheet which you forwarded here and which were in total estimated to cost $5,000.

The Bureau, however, will insist on the reduction of the 22° curve to 18° at Station 298 and the reduction from 22° to 18° and 16° to 14° at Station 307. It is estimated that these two changes will cost $1,454, and while it does not appear to me that this reduction in curvature is worth the cost, I presume that it will be necessary to make these changes in order to secure Federal approval. For that reason these changes are approved and should be made on the ground.

In your letter you did not comment on the situation at Station 352 where the Bureau suggested that the 18° curve be reduced to a 14° curve and the 10° curve be reduced to an 8°, nor was this shown on the map. If Mr. Davis still insists on this change, I presume that we will have to accept it even though the cost, estimated at $793.50, does not appear to be warranted by the betterment which is made. Mr. Stiffler may have had some conversation with Mr. Davis on this point when he inspected the project on the ground of which I am not advised.

Very truly yours,

State Highway Engineer.

RAK:HI

1000 8-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

November 25, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Kamela-Hilgard Section.

RECEIVED
NOV 26 1929
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Mr. T. M. Davis of the Bureau of Public Roads, called here during my absence with Mr. Baldock on an inspection trip, and again went over the alignment on the Kamela-Hilgard Section with Mr. Stiffler. He now feels that the curves should be further reduced as he has marked on the accompanying map. His idea seems to be that the degree of curvature should be reduced as much as it is possible to do without throwing the section into a thorough cut. We find that this will cost an additional $5,000.00. I am attaching the map showing the requested alignment in order that you may discuss it with Mr. Davis.

This should be settled in the very near future as the contractor is practically ready to drill the cuts.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

Davis is to
check this matter
in the field with
Smith during week
of Nov. 4 to 9.

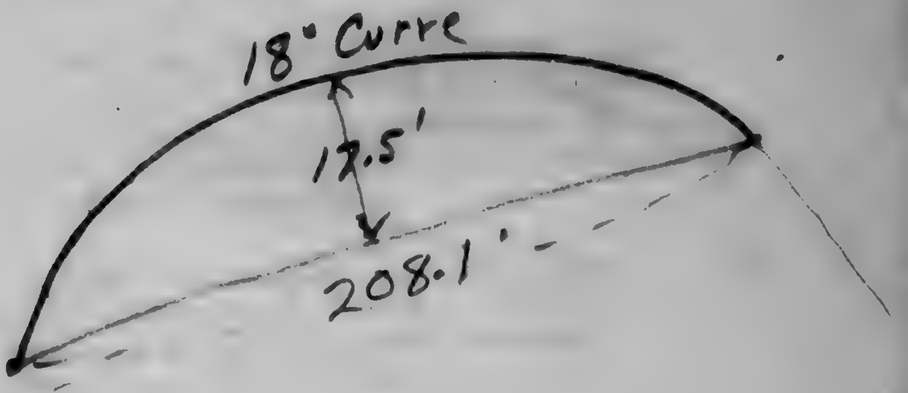
18°
R. 318.3
17.5' Ord.

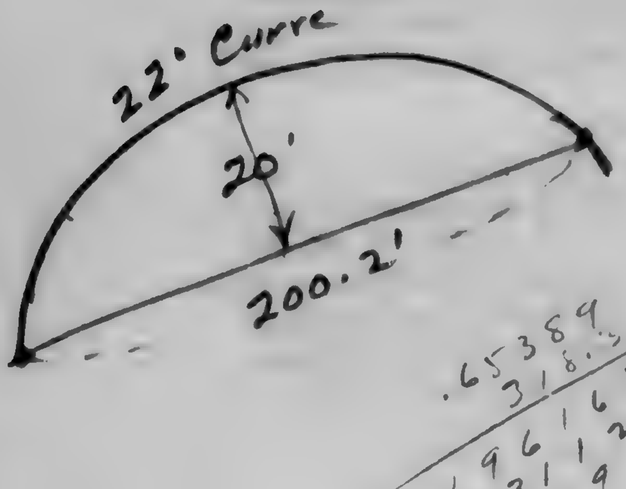
12.32
6
751.20
76.015
60766

1.2430380
2.5028366
8.7402014
19°05'
(38°10')

318.3
.65389
25464
3183
19098
~~196.7094~~
208.1

20030
15630
18235
200.22030





.65389
318.3
196167
196112
3189
52
65389
65167
196
133187
208.1

318.3
6.554
12732
12732
15915
19098
208.29552

22°
R. 260.5
20' Ord.

18°
R. 318.3
17.5' Ord.

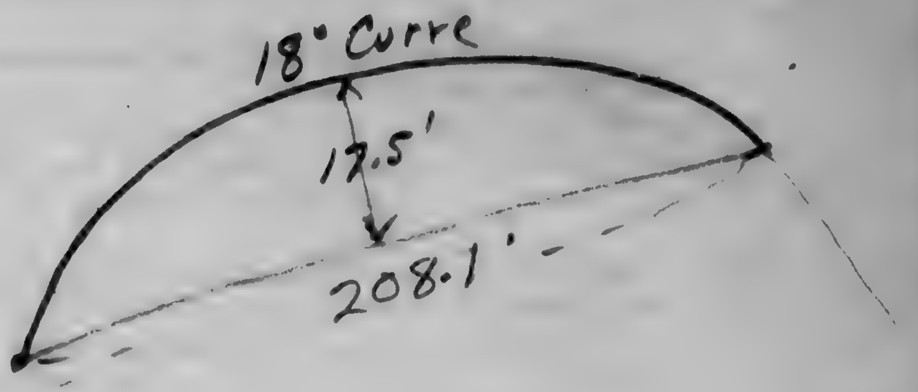
12.52
60
751.20
76.3015
60766

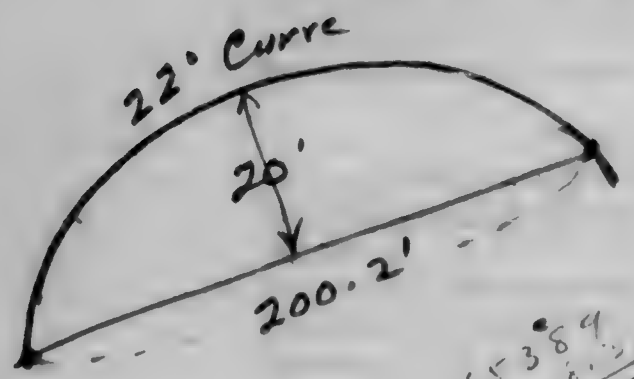
1.3010300
2.4158077
8.8852223
22° 36'
(45° 12')

1.2430380
2.5028366
8.7402014
19° 05'
(38° 10')

260.5
.7686
15630
20840
15630
18235
200.22030

318.3
.65389
25464
3183
19098
~~196.7094~~
208.1





.65389
318.3
196167
523112
65389
196167
208.133187

3183
6554
12732
12732
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208.29552

October 25, 1929.

Mr. H. K. Lynch,
District Engineer
Bureau of Public Roads
Box 2900
Portland, Oregon.

Dear Sir:

In accordance with Mr. Klein's conversation with Mr. Davis by telephone, we are sending herewith a copy of a letter written by our Resident Engineer, Mr. H. W. Stiffler, in which letter Mr. Stiffler gives the extra quantities of excavation involved in making the line changes on the Kamela-Hilgard Section which were under discussion at the time Mr. Davis went over the project with our Division Engineer, Mr. Smith, some time ago.

We are also sending copies of federal aid sheets on which the proposed revisions have been platted, and on which has been indicated the costs of each revision in dollars and cents.

We consider the revisions at Stations 155 to 202 and 220 to 244 to be desirable, and we have no objection to making the revisions at Stations 134 and 210. We do not, however, consider that the revisions at Stations 298, 307 and 352 provide sufficient improvement in the alignment to warrant the expense involved.

Your attention is called to the fact that the extra costs of the revisions as shown on the blue print sheets contemplate the steepening of the cut slopes from 1:1 to 1/2:1, which change, while it tends to hold down the extra cost, will operate to shorten the sight distance on curves, thus overcoming to a considerable extent the advantage which would be gained by the flattening of the curves. The use of the steeper slopes is apt, also, to result in higher maintenance cost.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1901-B

OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

PR19 24=LAGRANDE ORG 27 [illegible] A

RAY A KLEIN=

STATE HIGHWAY ENGINEER SALEM ORG=

CONTRACTOR ON KAMELA HILGARD SECTION READY TO DRILL ALONG REVISIONS SUGGESTED BY BUREAU MUST KNOW BY TUESDAY WHETHER TO CONSTRUCT ORIGINAL LINE OR REVISION=

H G SMITH..

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

H G Smith

HGS:OW

Division Engineer.

[illegible] DUZER, PORTLAND, CHAIRMAN
[illegible] E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 12, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

[illegible] 1929

Attention: Mr. Probert

Dear Sir:

I am returning blue prints of the Kamela-Hilgard Section showing the alignment as requested by the Bureau of Public Roads.

Very truly yours,

H G Smith

HGS:OW

Division Engineer.

October 10, 1929.

Mr. E. G. Smith
Division Engineer
State Highway Department,
LaGrande, Oregon

Dear Sir:

In order that we may have more definite information in regard to the line revisions proposed to be made on the Kamela-Hilgard project, please have the revisions sketched in on the blue print federal and sheets which are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

DUZER, PORTLAND, CHAIRMAN
. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 6, 1929.

Mr. H.G.Smith
Division Engineer,
La Grande, Oregon.

Dear Sir:

Following is a detailed report on changes in alignment desired by Mr. Davis, of the Bureau of Public Roads; on the Kamela-Hilgard Section of the Old Oregon Trail.

330,00	Station 134, ✓	Reduce 16° Curve to 12° Curve	- 120 com.	240 int.	240 s.r
380,80	~~7. " 210~~ ✓	~~" 18° " to 16° curve~~	~~- 56~~	~~" 56~~	~~" 448~~
	Sta. X155-202	Reduce 12° Curve to 6° Curve " 14 " to 10 ✓ " " 12 " to 10 " " 16 " to 12 ✓ " " 4 " to 1 ✓ "			
1070,00		Eliminates one 12 "	-- 400	" 400	" 1000 "
	Sta. 210 ✓	Reduce 18° Curve to 16° Curve	- 56	" 56	" 448 "
2860,00	" X 220-244 ✓	Eliminate 3-10° & 1-16° "	- 200	" 200	" 3600 "
572,00	" 298 ✓	Reduce 22° Curve to 18° Curve	- 40	" 40	" 720
882,00	" 307 ✓ ✓	" 22° " to 18° " " 16 " to 14 "	--	60	" 1140 "
793,50	Sta 352 ✓ ✓	Reduce 18° Curve to 14° Curve - " 10 " to 8 "	--	230	" 920 "
			816,	1226,	8068 "

$6888,30

Contractors prices of 35, 45, and 75 would amount to $6888.30

Have not included one 18° curve at sta.273, on a fill with good sight distance, which will have a finished roadbed of 32 feet, to make a 12, would throw the line out from the hill 12 feet, requiring about 1600 yards of excavation. However I anticipate some excess excavation Sta.264-270, which cannot be eliminated, due to the proximity of O.W.R.R.& N. Co.

Yours Truly,
W. W. Stiffler
Resident Engineer.

NERS
VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 5, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Changes in Kamela-Hilgard Section

RECEIVED
OCT 7 - 1929

Dear Sir:

I made an inspection of the Kamela-Hilgard Section with T. M. Davis of the Bureau of Public Roads, and instructed Mr. Stiffler to prepare the attached report showing the yardage involved in the changes which the Bureau insist upon.

The contractor has no objection to an increase in the yardage of this amount, and no doubt will sign an agreement to that effect.

The yardage has been held to the small amount by reason of the fact that the slopes on the more solid cuts were changed from 1 to 1, to ½ to 1. By moving further into the hill it was felt that we would get solid material that would stand fairly satisfactory at 1/2 slopes. This, ofcourse, makes the benefit derived from reducing the curves less than it really seems, as probably the sight distance would be nearly as good on an 18° curve with 1 to 1 slopes, as on a 16° curve with ½ to 1 slopes, but it will have the effect of satisfying the Bureau without making such a large increase in yardage.

The elimination from station 220 to 244 is not absolutely insisted upon by the Bureau, as it is contingent upon the possibility of slightly encroaching upon the railroad right of way in one place. Inasmuch as their track is upon a high fill at this place with a wide right of way, their local engineers have intimated that it could be built without the formality of securing an encroachment. But, this needs considerable further investigation and it will be eliminated by Mr. Davis if it does not prove practicable. In our judgment, it is the one place where a very considerable improvement could be made in the alignment, but was not done originally for fear that the encroachment would not be granted, but I would recommend that it be done if we find that our fill will not encroach further than the local engineers are willing to over-look.

Several of these changes involve a rather small amount of yardage and have been picked up by Mr. Stiffler in the rebalancing of the line and in a more careful study of the haul of material. It is not felt, however, that the contract estimate can absorb this entire amount, and it would be well to figure that at least $5,000.00 of it will be an over-run of the contract.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

#1120
316F

PR 139B

October 21, 1929

Standard Oil Company of California,
First National Bank Building,
Walla Walla, Washington.

Attention: J. Jacobson.

Gentlemen:

In response to your inquiry of October 17th relative to E. L. Gates contract we wish to advise that this is our contract No. 1120 - Kamela-Hilgard Section of the Old Oregon Trail in Union and Umatilla Counties, consisting of 14.53 miles of regrading. The amount of this contract is $172,571.00 and the completion date is August 31st, 1930.

The bond furnished in connection with this contract is in amount of $86,296.50 and is furnished by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Building, Portland, Oregon, are resident agents.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1124

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P. O. DRAWER 58

SALES DEPARTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
[redacted]
R. P. WEISEL
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH. October 17, 1929

E. L. Gates,
Portland, Oregon

Oregon State Highway Commission,
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen: Attention Mr. H. B. Glaisyer, Chief Clerk

It is our understanding that the above party was awarded a contract by your department for the widening of a section of state highway between Kamela and Hilgard, Oregon.

Inasmuch as we are furnishing materials to this contractor for his use in connection with the contract we would greatly appreciate your giving us a complete description of the job, the amount involved, the name of the bondsman furnishing bond and the amount of bond; also approximate date on which the job is to be completed.

Thanking you in advance for this information, we are

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA,

J. P. CRUDEN, District Sales Manager

By J. Jacobson

JJ:DH
Credit

#1120.
310 F

PR 139-B

September 18, 1929

Mr. E. L. Gates
Highway Contractor
Southbeach, Oregon

Dear Sir:

We hand to you herewith for your records and files, an executed copy of the contract that has been awarded to you by the State Highway Commission for the construction of the Kamela-Hilgard section of the Old Oregon Trail in Umatilla and Union County.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG.EF

PR 129-B

September 17, 1929.

Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of September 13, referring to our letter of August 26 relating to curvature on Oregon Federal Aid Project No. 129-B, Kamela-Hilgard Section, Old Oregon Trail in Union County.

As stated in our previous letter, we are willing to consider the reduction or elimination of such curvature as may be made on a conservative, consistent plan and suggest again that the matter be gone over on the ground by Mr. Davis and Mr. Smith followed by such engineering work as is necessary to determine the costs of such revisions as may appear desirable. We desire as much as you do to secure good alinement on this project, but are confronted by the economics of the situation.

You will understand also that we already have a considerable expenditure in the present road which, added to our proposed improvement, makes a heavy cost per mile for grading on this project. In all of these revision projects, it is a matter of judgment as to where to stop, as you will readily appreciate.

Inasmuch as the contractor is moving in and has the reputation of being a fast worker, it is suggested that the conference between Mr. Smith and Mr. Davis be held in the very near future.

Referring to the stationing of the non-participating bridge mentioned in the concluding paragraph of your Letter, would say that the correct stationing is from 654+95 to 658+40. Apparently there was an error in platting this on the profile.

Very truly yours,

State Highway Engineer.

RAK:HI

cc H. C. Smith

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._______

POST OFFICE BUILDING
PORTLAND, OREG.

September 13th, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Mr. Probert's letter of August 26th in reply to ours of August 16th relative to sharp curves on Oregon Federal Aid Project No. 139-B, Kamela-Hilgard Section, of the Old Oregon Trail.

It is noted you state the curves you have staked out are not dangerous curves. As a matter of fact, a 22 degree outside curve has a short sight distance and is dangerous on a highway carrying the traffic which this road carries. Also in this case while one 28 degree curve was reduced to a 22 degree curve the other 22 degree curve is at present a 20 degree curve which certainly is not bettering the alignment.

Our Regional Office in commenting on this project raise the same objections that the sharp curves at Stations 130, 134, 147, 212, 273 and others, together with the reverses from Stations 296 to 312, are obviously objectional in a road of this importance, and that considerably flatter curves should be used, even if a large increase in cost is involved. A detailed discussion as to why such alignment is necessary, with information regarding the cost of bettering it, is desired, before the project can be approved.

We will, at the first opportunity, make a study of the situation with your Division Engineer, Mr. Smith, as suggested in your letter. While in La Grande this week, Mr. Davis was unable to get in touch with Mr. Smith, who was out of the city. However, on the ground there is apparently nothing prohibitive about flattening these curves. This is a reconstruction project on one of the important highways, and it is our belief that cost should not be the only determining factor, but that the alignment should be such that future expensive revisions be reduced as much as possible.

Probert

Pls see me.

With reference to the non-participating bridge at Station 655+, the plans show a 55-foot span with the stations of the termini of the bridge apparently 654+95 and 655+65. With reference to a 'phone conversation relative to the stationing of the various bridges we understood the stationing of this structure to be 654+95 and 655+40. This evidently is not correct and we wish you would please advise the correct stationing.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

Correct stationing is 654+95 and 655+40
Error is in platting.

Oregon State Highway Department Project No. 130-B

KAMELA-HILGARD SECTION OF THE OLD OREGON TRAIL

IN UNION COUNTY

(Estimate as basis for PRoject Agreement. Based on Contract Prices.)

Salem, Oregon, September 16, 1929.

All Required	Clearing and Grubbing		$1,375.00
37,600 cu.yds	Common Excavation	.35	13,160.00
68,900 cu.yds	Intermediate Excavation	.45	31,005.00
129,500 cu.yds	Solid Rock Excavation	.75	97,125.00
112,000 cu.yds	Overhaul	.01	1,120.00
16,000 yd.mi	Truck Haul	.20	3,200.00
720 lin.ft	12" Concrete Pipe	1.05	756.00
700 lin.ft	18" Concrete Pipe	2.15	1,505.00
240 lin.ft	24" Concrete Pipe	3.40	816.00
130 lin.ft	36" Concrete Pipe	5.80	754.00
700 lin.ft	12" Corr. Galv. Iron Pipe	1.23	861.00
300 lin.ft	18" Corr. Galv. Iron Pipe	1.95	585.00
200 lin.ft	24" Corr. Galv. Iron Pipe	2.70	540.00
100 lin.ft	36" Corr. Galv. Iron Pipe	5.80	580.00
154 cu.yds	Cement Rubble Masonry	10.00	1,540.00
270 lin.ft	Salv. and Reinstalling Galv. Pipe	.50	135.00
6,200 lin.ft	Salv. Guard Fence	.15	930.00
4,600 cu.yds	Salv. Surfacing Matls.	.60	2,760.00
2,750 yd.mi	Hauling Salv. Surf. Matls.	.25	687.50
2,750 cu.yds	Gravel or Talus Cushion	.30	825.00
5,500 yd.mi	Hauling Cushion Materials	.15	825.00
	Sub-total		$ 161,084.50
	10% Engr. & Cont.		16,108.45
			$ 177,192.95

Length of Project (excluding bridges) 13.203 miles
Length of bridges (non-participating 0.082 "
Length of Project (including bridges) 13.285 "

Cost per Mile $ 13,420.65

State Funds Available	$ 66,925.78
Federal Aid Requested	110,267.17
	$ 177,192.95

State funds for construction - Chap. 173 Laws 1917; Chap. 31, Laws 1920
State funds for maintenance - Res. Aug. 7, 1917; Chap. 237, Laws 1917.

September 16, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement on the Kamela-Hilgard Section of the Old Oregon Trail, Oregon Project No. 139-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Encls.

Form 30—D-12287—4M—4-29.

PR 139 B

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date September 14 1929

Job name Kamela - Hilgaard Regrading

Week from Sept. 7 to Sept. 14

Mail address La Grande Ore.

Highway Old Oregon Trail

Telegraph or telephone address " "

County Union & Umatilla Job prefix 31 P.F.

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has a crew of five men on the ground, building camp at "Bodie" R.R. siding at Sta. 165

Started camp Sept. 9th.

Sept. 11th Gave contractor a corrected list of culvert lengths of pipe required and order was placed today Sept. 14th

Weather Fair Moderate Temp.

(See back of this sheet for instructions and detailed information)

Signed W. W. Stiffler

Title Res. Eng.

Form 30-D-12337—4M—1-29

GRADING CONS[illegible]ON

Total miles of grading in project 14.53

Miles completed .... —

Miles completed except finishing .... —

Total cubic yards in project 253,000

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 4

Contractor's average force for week .... 5 men,

—— teams, —— steam shovels

Grading work will be completed about Aug. 31, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

Form 39—D-12237—4M—4-29.

PR 139B

OI STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Date September 9, 1929

Job name Kamela - Hilgard Regrading

Week from Sept. 1 to Sept. 7

Mail address La Grande, Ore.

Highway Old Oregon Trail

Telegraph or telephone address " "

County Union & Umatilla Job prefix 31 P.F.

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contract awarded Aug. 29th to E. L. Gates.

August 31st Mr. Gates & Mr. Schaeffer, foreman for Gates, over job looking for camp site etc.

Have not been on job since.

Weather Fair Moderate Temp.

(See back of this sheet for instructions and detailed information)

Signed W. W. Stiffler

Title Res Engr.

GRADING CONS ON

Total miles of grading in project 14.53

Miles completed ——

Miles completed except finishing ——

Total cubic yards in project 255,000

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week —— men,

—— teams, —— steam shovels

Grading work will be completed about Aug 31 1935

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

PR #139-B

September 5, 1929.

Mr. W. H. Lynch, District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

For your records in connection with the Kamela-Hilgard Project, we are submitting herewith three copies of the easement which has been granted to the state by the Oregon-Washington Railroad and Navigation Company, permitting encroachment of the highway upon the railway right of way.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

SHP:AP
Encls.

This Agreement, Made this 30th day of June, 1921, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, hereinafter called the "Railroad Company", party of the first part, and the COUNTY OF UNION, a municipal corporation of the State of Oregon, hereinafter called the "County", and the STATE OF OREGON, acting by the State Highway Commission, hereinafter called the "State", parties of the second part.

WITNESSETH:

WHEREAS, the Railroad Company is the owner and in possession of a certain line of railroad, rights of way, premises and appurtenances between the towns of Kamela, near the county line between Umatilla and Union Counties, and Hilgard in Union County; and

WHEREAS, the parties of the second part have located a highway between said termini in its general course paralleling said railroad and known as "Old Oregon Trail Highway"; and

WHEREAS, portions of said highway will encroach upon the premises and rights of way of the Railroad Company at certain points and locations along the route thereof hereinafter described, and the parties of the second part desire an easement over and along said premises hereinafter described and upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual dependent promises set forth in this contract the parties hereto agree as follows:

I.

The Railroad Company does hereby license and permit the County and State to enter upon and occupy the following described premises situated in Union County, Oregon, for the sole purpose of constructing and maintaining thereon at the sole cost of the parties of the second part, a public highway for pedestrian and vehicular travel, to-wit:

Parcel No. 1

(Description of encroachment No. 1, Mile Post 281, near Kamela.)

A piece or parcel of land containing 0.29 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company situated in Government Lots 3 and 4, Section 1, Township 2 South, Range 35 East, Willamette Meridian, Union County, Oregon, more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right of way line of Oregon-Washington Railroad & Navigation Company, distant 100 feet northeasterly from, measured at right angles to, the center line of main track of railroad of said Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivisions, said point also being 372 feet south and 1043.5 feet east of the northwest corner of said Section 1; thence south 39°35' east a distance of 198.1 feet; thence on a curve to the left radius 593 feet, a distance of 332 feet to a point on said northeasterly right of way line, distant 100 feet northeasterly from, measured at right angles to said center line of main track of railroad; thence northwesterly along said northeasterly right of way line to the point of beginning.

Parcel No. 2

(Description of encroachment No. 2, Mile Post 283 near Casey.)

A piece or parcel of land containing 0.28 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company situated in the S. E. 1/4 of the N. W. 1/4 of Section 7, Township 2 South, Range 36 East, Willamette Meridian, Union County, Oregon, more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right of way line of Oregon-Washington Railroad & Navigation Company distant 100 feet northeasterly from, measured at right angles to, the center line of the main track of railroad of said Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivision; said point also being distant 1617.8 feet south and 1968.0 feet east of the northwest corner of said Section 7; thence on a curve to the left, radius 311.5 feet, a distance of

251.4 feet, a tangent to said curve at said point of beginning bearing north 7°23'30" west; thence south 53°38' east a distance of 160.5 feet to a point on the said northeasterly right of way line, distant 100 feet northeasterly from, measured at right angles to said center line of main track of railroad. Thence northwesterly along said northeasterly right of way line to the point of beginning.

Parcel No. 3

(Description of encroachment No. 3 between
Mile Posts 284 and 285.)

A piece or parcel of land containing 0.54 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company situated in the S.W. 1/4 of the N.W. 1/4 of Section 17, Township 2 South, Range 38 East, Willamette Meridian, Union County, Oregon, that lies northeasterly of a line more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right of way line of Oregon-Washington Railroad & Navigation Company, distant 100 feet northeasterly from, measured at right angles to, the center line of main track, of railroad of said Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivision; said point being 1661 feet south and 698.7 feet east of the northwest corner of said Section 17; thence on a curve to the left, radius 508.3 feet, a distance of 191.6 feet; a tangent to said curve at said point of beginning, bearing south 19°34' east; thence on a curve to the right, radius 686.8 feet, a distance of 286.1 feet; thence south 17°10' east a distance of 166.3 feet; thence on a curve to left, radius 746.8 feet, a distance of 312.4 feet; thence on a curve to the right, radius 543.7 feet, a distance of 62.3 feet to a point on said northeasterly right of way line of Oregon-Washington Railroad & Navigation Company, distant 100 feet northeasterly from, measured at right angles to, said center line of main track of railroad.

Parcel No. 4

(Description of encroachment No. 4, Mile Post 285.)

A piece or parcel of land containing 0.28 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company situated in the W. 1/2 of the N.E. 1/4 of Section 20, Township 2 South, Range 38 East, Willamette Meridian, Union County, Oregon, more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right of way line of Oregon-Washington Railroad & Navigation Company, distant 100 feet northeasterly from, measured at right angles to the center line of main track of realroad of Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivision; said point also being 1598.5 feet south and 270.3 feet east of the quarter section corner on the north line of said Section 20, thence northwesterly along said northeasterly right of way line a distance of 300 feet; thence southwesterly at right angles to said right of way line a distance of 40 feet; thence southeasterly, parallel to and 50 feet northeasterly from said center line of main track a distance of 300 feet; thence northeasterly at right angles to said last described line a distance of 40 feet to the point of beginning.

Parcel No. 5

(Description of encroachment No. 5, Mile Post 286.)

A piece or parcel of land containing .16 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company in the N.E. 1/4 of the S.E. 1/4 of Section 20, Township 2 South, Range 36 East, Willamette Meridian, Union County, Oregon, more particularly described as follows, to-wit:

Beginning at a point on the northerly right of way line of Oregon-Washington Railroad & Navigation Company, distant 100 feet northerly from, measured at right angles to, the center line of main track of railroad of Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivision; said point also being 1010 feet south and 625 feet west of the quarter section corner on the east line of said Section 20; thence easterly on a curve to the left, radius 374.1 feet, a distance of 206.5 feet; a tangent to said curve at point of beginning bears South 64°61' E.; thence on curve to the left radius 456.8 feet, a distance of 156.5 feet to a point on said northerly right of way line, distant 100 feet northerly from, measured at right angles to, said center line of main track of railroad; thence westerly along said northerly right of way line to the point of beginning.

Parcel No. 6

(Description of encroachment No. 6, Mile Post 287,
near Glover.)

A piece or parcel of land containing .68 of an acre, more or less, being all that part of the right of way of Oregon-Washington Railroad & Navigation Company situated in the N.E. 1/4 of the S. E. 1/4 of Section 21 and the N.W. 1/4 of the S.W. 1/4 of Section 22, all in Township 2 South, Range 36 East, Willamette Meridian, Union County, Oregon, that lies northerly of a line more particularly described as follows, to-wit:

Beginning at a point on the northerly right of way line of Oregon-Washington Railroad & Navigation Company distant 100 feet northerly from, measured at right angles, to, the center line of main track of railroad of said Oregon-Washington Railroad & Navigation Company as the same is now constructed and operated over and across said subdivision; said point also being 700 feet south and 655 west of the quarter corner common to said Sections 21 and 22; thence north 74°28' East a distance of 773 feet to a point on said northerly right of way line distant

50 feet northerly from, measured at right angles to, said center line of main track of railroad.

II

TO HAVE AND TO HOLD said license, permit and easement for the purposes aforesaid and not otherwise, but only to the extent which the Railroad Company may lawfully grant the same.

Nevertheless the aforesaid license, permit and easement is given and granted subject to and dependent upon the following conditions:

(a) That the above specifically described property shall be used solely for the purpose of a public road or highway, and when the same or any parcel thereof be no longer used for that purpose, the rights herein granted shall, as to the parcel or parcels no longer so used, immediately cease and determine, and thereupon the said property shall revert back to the Railroad Company, its successors and assigns, free of the burden of said license and easement.

(b) That the foregoing license and easement does not grant any greater estate than expressly described herein, and that the second parties or either of them, shall grant no right, easement or franchise thereover, nor permit said property to be used for street, interurban or other railroad purposes.

(c) That the parties of the second part will assume and pay all taxes and assessments and local improvement charges levied upon the property hereinbefore specifically described, or property abutting same, not including taxes or assessments levied against said property as a component part of the railroad property of the Railroad Company in the state as a whole, and will conduct and maintain said highway without cost or expense to the Railroad

Company; will keep the premises free from combustible materials; will erect no structure thereon except such as may be necessary for highway purposes; will put nothing upon the premises which might obstruct or interfere with the view; will provide such culverts and bridges as may be necessary to properly care for the drainage from said premises and adjoining right of way of the railroad, releasing the Railroad Company from any damage to said highway or other premises herein described which may result from the construction or maintenance of drainage ditches or waterways by the Railroad Company; will not trespass or encroach upon the premises between the parcels specifically above described and the railroad track and roadbed of the Railroad Company with said highway roadbed, or any margin, structure, support or slope thereof; will keep the ditches of the railroad open and clean from any deposit or debris lodged therein from the operations of contractors, agents or employes of the parties of the first part, or either of them, during the period of construction of the highway or of subsequent repair or maintenance thereof; will keep the right of way of the railroad clean from stone and materials resulting from highway construction operations or subsequent maintenance or repairs; will clean and restore any ballast of the railroad which is disturbed or becomes fouled with dirt or materials from the operations of any contractor, agent, or employe in the construction, repair or maintenance of the highway; will adequately maintain the highway in safe and stable condition so that the same shall not render unsafe or threaten safe operation of the railroad, its tracks, cars, engines or facilities; will at its own cost and expense repair and restore any injury, damage or destruction of or to the railroad or any of its appurtenances or right of way fences, resulting from highway construction, repair or maintenance; will construct and perpetually maintain on the boundary line between the premises specifically described above and remaining right of way of the Railroad Company where the highway encroaches in dangerous proximity to the railroad tracks and were considerations of safety demand, a heavy fence or barrier or other suitable and adequate protection, and shall connect such fence or barrier with the right of way fence of the Railroad Company, but shall not construct or maintain the ordinary railroad right of way fence; will so construct the proposed highway where the same is elevated above the level of the railroad track that the slope or face thereof toward the track will increase from base of retaining wall or toe or slope, as the case may be, as follows: In solid rock excavation or in retaining wall construction, three inches to every foot of elevation above the top of the nearest rail of the railroad, and where the construction of the highway is in earth the clearance shall be increased one foot to every foot of elevation above the top of said nearest rail, and where the highway is constructed upon fills said clearance shall be increased eighteen inches to every foot of elevation above the top of nearest rail, except where the slope of said fill i s to be retained by a rock wall, in which case the increased clearance shall be as hereinbefore described for retaining wall construction; will build and maintain on the slope of the highway embankment at Parcel No. 3 (Encroachment No. 3), at their own cost and expense, such riprap or retaining wall structures in such adequate and substantial manner with such materials and at such distance from center line of the main track of the Railroad Company as shall be prescribed by such Company or its representative; will complete the construction of said highway over and upon said premises covered by this agreement within three years from the date hereof, and upon failure to comply with any of the foregoing conditions, covenants or obligations assumed or undertaken by the parties of the second part herein or either of them, this license, permit and easement shall be deemed forfeited and revoked and the Railroad Company shall thereupon be privileged to enter into the exclusive possession of the premises hereinabove specifically described as of its former estate;

It is recognized that the construction of a highway in close proximity to the tracks of the railroad will from the beginning be attended with more or less danger and hazard of accident and damage to persons and property; therefore, as a consideration for this license, permit and easement the parties of the second part jointly and severally agree to hold the Railroad Company harmless from any and all liability, loss or expense resulting from or incident to any claim made against it growing out of anything done or omitted by the second parties or their contractors, agents or employes of them, or either of them.

III

The party of the first part reserves the right at any time to construct, maintain and operate spur tracks across said highway, but this reservation shall not include the construction of a spur track longitudinally along said highway, and the Railroad Company also reserves the right to erect and maintain a pole and wire line along the side of said highway within the boundaries of the area burdened by the easement herein granted for the transmission of messages, signals and intelligence; provided, however, that same shall not interfere with the public use of said highway.

IV.

It is further agreed that if in the construction of said highway any parcel or portion of the above described property herein given is found unnecessary for the use of said highway, that the easement over such unnecessary portion of said premises shall cease and determine.

V.

The provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns and lessees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized, the day and year first above written.

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY.

By C. A. Gray
President.

ATTEST: Edwin M. Findley
Assistant Secretary

STATE HIGHWAY COMMISSION

By R. A. Booth
Chairman

J. B. Yeon

W. B. Barratt
Commissioners

COUNTY OF UNION:

By U. G. Couch
County Judge.

C. A. Galloway

J. F. Hutchinson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 28, 1929

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 26th relative to Oregon Federal Aid Porject 139 section B, Kamela-Hilgard Section of the Old Oregon Trail.

With regard to Conversation ~~construction~~, relative to encroachments on the railroad right-of-way, it is our understanding the State now has easments from the Railway people covering these encroachments. If this is the case we should be furnished with copies of the easements,in triplicate.

It is satisfactory to us to recommend this project for approval with the understanding that such changes will be made as are found desirable after an investigation on the ground with your Division Engineer, Mr. Smith.

Very truly yours

W H Lynch

W. H. Lynch
District Engineer

/

August 28, 1929

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

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It is satisfactory to us to recommend this project for approval with the understanding that such changes will be made as are found desirable after an investigation on the ground with your Division Engineer, Mr. Smith.

Very truly yours

W. H. Lynch
District Engineer

September 5, 1929.

Mr. H. G. Smith,
Division Engineer,
State Highway Department,
LaGrande, Oregon.

Dear Sir:

We find that the platted cross-sections referred to in your letter of September 4, concerning the Kamela-Hilgard project are still in the office of the Bureau of Public Roads. We have taken the matter up with them by telephone, and they advise that they will forward the cross-sections direct to you today.

We are sending herewith blue print copies of the encroachment maps for the Kamela-Hilgard Section, and also for you files we are sending a copy of the easement which was granted by the O. W. R. R. & N. Co., under date of June 30, 1921. The encroachment map tracings which were sent in by you a few days a go have been corrected to conform with the descriptions given in the easement, these corrections having been made before the blue print copies which we are sending herewith were in our office.

Under separate cover we are returning the blue print encroachment maps, profiles and cross-sections which were sent to us by Miss Vincent with her letter of August 9.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

ORTLAND, CHAIRMAN
MEDFORD
SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

September 4, 1929.

RECEIVED
SEP 5 1929
OREGON
[illegible]

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Rolls No. 1 and 2 of the preliminary cross sections betseen stations 1785 to 1806 and 1822 to 1852 of the Kamela-Hilgard Section, werenot received from the Bureau of Public Roads. They are evidently in your office. Will you kindly forward them at your earliest convenience.

Blue prints of the various encroachments on the Kamela-Hilgard Section would also be of service to us. Will you kindly supply a set of such maps from the tracings which we originally forwarded to you.

Very truly yours,

6✓

H G Smith

HGS:OW

Division Engineer.

UNION PACIFIC SYSTEM

August 28, 1929

Mr. E. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

You will note that the Proposal form for the Kamela-Hilgard Project includes a special provision fixing the limiting distance between "Overhaul" and "Truck Haul" at 700 feet instead of 1,000 feet as is stated in the standard specification form.

Please do not infer from the fact that this provision is included that the standard limit of 1,000 feet is being abandoned. The change was made in connection with this particular project for the reason that the distribution of quantities, as shown on the profile as submitted from the field, had been worked up on the 700-foot basis and could not easily be changed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AF

Form 3010

STANDARD
4-20-2000

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
~~ASSISTANT~~ CHIEF ENGINEER

PORTLAND, OREGON

August 13, 1929

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Herewith as requested copy of agreement between this company and Union County and the State dated June 30, 1921 covering encroachments on railroad right of way between Kamela and Hilgard.

Yours truly,

S. MURRAY

REFERRED TO
Probert

ZEN, PORTLAND, CHAIRMAN
TES, MEDFORD
OBERT SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 9, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Kamela-Wilgard
Re: Encroachments.

Attention Mr. Probert:

Dear Sir:

Pursuant to your phone call I am sending blue prints of encroachments on the Kamela-Wilgard grading project.

Am not sure if these are the prints you have in mind but they are all I can find. The Engineer may have some of them out on the work.

Very truly yours,

FORM S-M-1 D-11868 2M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR# 139 B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 31, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Herewith please find tracings of the encroachments No. 1, 2, 3, 4, 5 and 6-7 on the Kamela-Hilgard Section.

Very truly yours,

HG Smith

HGS:OW

Division Engineer.

Smf

August 26, 1929.

PR 139B

Union County
Old Oregon Trail
Kamela-Hilgard Section.
14.53 miles, widening and reconstruction.

Estimate of Costs by H.G. Smith, Division Engineer.
For Comparison of Bids

Clearing and Grubbing	All Required			1,000.00	
Common Excavation	41,000	cu yds	.25 .45	~~10,250.00~~	18450
Intermediate Excavation	74,000	cu yds	.50 .55	~~37,000.00~~	40700.
Solid Rock excavation	138,000	cu yds	1.00 .95	~~138,000.00~~	131100.
Overhaul	128,000	sta.yds.	.05 .03	~~6,400.00~~	3840.
Truck Haul	16,500	yd.miles	.20 .25	~~3,300.00~~	4125.
12" Concrete Pipe	800	lin.ft.	1.70	1,360.00	
18" Concrete Pipe	700	lin.ft.	2.75	1.925.00	
24" Concrete Pipe	300	lin.ft.	3.75	1,125.00	
36" Concrete Pipe	200	lin.ft.	7.25	1,450.00	
12" Corr. Iron Culvert Pipe	700	lin.ft.	1.50	1,050.00	
18" Corr. Iron Culvert Pipe	300	lin.ft.	2.50	750.00	
24" Corr. Iron Culvert Pipe	200	lin.ft.	3.50	700.00	
36" Corr. Iron Culvert Pipe	100	lin.ft.	7.00	700.00	
Cement Rubble Masonry	170	cu.yds	12.00	2,040.00	
Salvaging & Reinstalling Culverts	300	lin.ft.	1.00	300.00	
Salvaging Guard Fence	6,200	lin.ft.	.20	1,240.00	
Salvaging Surfacing Materials	5,000	cu.yds	~~1.25~~ 1.00	~~6,250.00~~	5000.
Hauling Salvaged Surfacing	3,000	yd.miles	.25	750.00	
Gravel or Talus Cushion	3,000	cu.yds	.40	1,200.00	
Cushion Haul	6,000	yd.miles	.20 .25	~~1,200.00~~	1500.
				$ 217,990.00	220305.
Plus 10% for engineering costs and contingencies --				21.799.00	22031
				$ 239,789.00	242336.

Based on 15% Profit to Contractor.

PR # 139-B

August 26, 1928

Mr. H. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

For your information, we are inclosing copies of correspondence that we have had in regard to certain changes in alignment that have been proposed by the Bureau of Public Roads in connection with the Kamela-Hilgard Project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Incl.
SHP:AF

August 26, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer now to your letter of August 16th in regard to the Kamela-Hilgard Project, F. A. Project No. 139-B.

The extra width reached for the curves at Stations 294+60 and 700+83 will be provided as suggested, and revised cross-section sheets indicating this have already been forwarded to you.

Whether the other changes mentioned in your letter are or are not warranted is simply a matter of judgment as to whether or not the benefits are sufficient to warrant the greater cost. At the present time we think not, but we are willing to make further study of them with you and to adopt such of them as may be mutually agreed upon as being advisable.

With reference to the change which you propose between Stations 295 and 312, your attention is called to the facts that the present plan calls for an expenditure of approximately $11,000.00 on that unit only 1,700 feet in length, and that any very material further improvement in alignment would run into money very fast. It would be prohibitive to do anything more than to slightly flatten the curves involved, and as the curves which we have laid out are not dangerous curves, we do not think that the benefit to be derived by further flattening is proportionate to the additional cost entailed.

At the big culvert at Station 382, we have already flattened a 22 degree curve to 9 degrees, and as neither that curve nor the 8 degree curve at the other side of the culvert have very large central angles, we believe that the alignment at that place is quite satisfactory. Certainly the condition is not, in our opinion, such as would warrant the abandonment of the existing culvert

(14-foot slab span bridge) which was built at a cost of $8,000 and which would have to be replaced on any other alignment that might be used. Any other alignment would, of course, also require some very heavy grading work.

We mention these considerations for your preliminary information and with the idea in mind that at the first opportunity a representative of your Bureau will make a study of the situation on the ground in company with our division engineer, Mr. Smith. In the meantime, we hope that such tentative approval of the plans for the work may be given as will enable us to make award of the grading contract on August 29th.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

August 16, 1929

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of two sets of plans for proposed Oregon Federal Aid No. 139 section B, the Kamela-Hilgard Section of the Old Oregon Trail.

An inspection of these plans indicate that there are a few places where changes are desirable.

Between Station 295 and 312 there is a series of reverse curves consisting of one-14°, one-16°, and two 22° curves. The aligment at this place can be straightened considerably, and while this would involve an increase in quantities, the increase will be fully justified by the betterment in aligment.

The curve onto the Glover over crossing about sta. 294+50 is a 48° curve. In discussing this feature with Mr. W. G. Smith, Division's Engineer, it was our understanding that this curve would be flattened or an additional roadbed width provided. It is noted the cross sections of this fill show a 32 foot road bed plotted while the section sheet accompanying the plans provede for a width on a fill of but 26 feet.

The 30° curves near station 700 + 83 should also have the same consideration.

Sheet #16 of the plans is lacking in some information. The large box culvert under the present road is not shown and it is not plain whether the aligment now proposed coincides with the present road over this culvert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED

R.A.Klein------------------------2.

22° to 9°

or not. The present road at this point does not have good aligment and either the curves should be flattened or a new location up the creek used and the present culvert abandoned.

ext culv

On the plans as presented there are several places where the sight distance is only about 200 feet and on this project which is a portion of a primary highway, as well as the U. S. Highway System, it is our belief that the aligment should be carefully studied.

x future

We would be pleased to have your view relative to the points above noted.

Very truly yours

W. H. Lynch
District Engineer

LJCaufield

By: L. J. Caufield
Highway Engineer

Oregon State Highway Department Project No. 139-B

KAMELA-HILGARD SECTION

OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, August 19, 1929

All Required	Clearing and Grubbing	$	$ 500.00
37,600 cu. yds.	Common Excavation	.25	9,400.00
68,900 cu. yds.	Intermediate Excavation	.50	34,450.00
129,800 cu. yds.	Solid Rock Excavation	1.00	129,800.00
112,000 yd. sta.	Overhaul	.05	5,600.00
16,300 yd. mi.	Truck Haul	.20	3,260.00
720 lin. ft.	12" Concrete Pipe	1.70	1,224.00
700 lin. ft.	18" Concrete Pipe	2.75	1,925.00
240 lin. ft.	24" Concrete Pipe	3.75	900.00
130 lin. ft.	36" Concrete Pipe	7.25	942.50
700 lin. ft.	12" Corr. Galv. Iron Pipe	1.50	1,050.00
300 lin. ft.	18" Corr. Galv. Iron Pipe	2.50	750.00
200 lin. ft.	24" Corr. Galv. Iron Pipe	3.50	700.00
100 lin. ft.	36" Corr. Galv. Iron Pipe	7.00	700.00
154 cu. yds.	Cement Rubble Masonry	12.00	1,848.00
270 lin. ft.	Salv. and Reinstall. Culv. Pipe	1.00	270.00
6,200 lin. ft.	Salv. Guard Fence	.20	1,240.00
4,600 cu. yds.	Salvaging Surfacing Matls.	.75	3,450.00
2,750 yd. mi.	Hauling Salv. Surfacing Matls.	.20	550.00
2,750 cu. yds.	Gravel or Talus Cushion	.40	1,100.00
5,500 yd. mi.	Hauling Cushion Materials	.20	1,100.00
	Sub-total		$200,759.50
	10% Engr. & Cont.		20,075.95
	Total		$220,835.45

Length of Project, (including bridges)	13.285 miles
Length of Bridges	0.082 miles
Length of Project, (excluding bridges)	13.203 miles
Cost per mile,	$16,726.15

State Funds Available	$ 83,409.55
Federal Aid Requested	137,425.90
	$220,835.45

August 20, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate accompanying plans and five sets of special provisions covering the Kamela-Hilgard Section, Project No. 139-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Incl.
Dict. by J. W. Nash/AF

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-8

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR99 CAK=PORTLAND ORG 15 230P PR 139-B 1929 AUG 15 PM 2 38

ROY A KLEIN=
SALEM ORG=

RE MEETING HERE SATURDAY RECONSTRUCTION HIGHWAY KAMELA HILGARD MY UNDERSTANDING WILL BE NO ADDITIONAL ENCROACHMENTS ON RAILROAD RIGHT OF WAY BUT CONSIDER PROJECT JUSTIFIES CONTRACTOR ENTERING INTO USUAL INDEMNITY AGREEMENT WITH US INCLUDING $20,000 BOND ARRANGE ACCORDINGLY=

S MURRAY.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

---

of doing away with the Spring Creek concrete box culvert, a very expensive structure. However, T. M. Davis, Bureau of Public Roads, informed me the other day in Burns that he was seriously considering making a request that this line change be made.

Mr. Baldock has also at various times discussed the possibilities of revising the line at the west end of the Glover Over-head in some manner so as to reduce the curvature. It was merely my intention to emphasize this possibility in the contract so that the contractor could have no grounds for a complaint if the Bureau of Public Roads did request the line to be straightened at Spring Creek, or even if we decided on some other approach to the Glover Over-head. Of course, neither of these changes are any more extensive than we have been accustomed to make on other construction, and probably unnecessary to be especially mentioned.

Very truly yours,

H G Smith

Division Engineer.

[illegible]

FORM 8-M-1 D-11288 2M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 10, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
AUG [illegible] 1929
OREGON

Attention: Mr. Probert

Dear Sir:

In the matter of special provisions fot the Kamela-Hilgard project, I beg to advise that I am very much pleased with your alternate clause permitting the contractor to close the road for night operation. I believe, however that it should be closed from 8 P.M. to 8 A.M. in order to allow him to work two night shifts. I see no reason why this would work an undue hardship on the traveling public.

I am advised that Washington State has been compelled to adopt this plan on some of their re-construction, but I was unable to find out the duration of time which the road was closed.

In the matter of the special provisions relating to the line and grade change, I beg to advise that there is a possible line change between stations 365 to 395. This was deemed impractical on our relocation on account of the necessity of doing away with the Spring Creek concrete box culvert, a very expensive structure. However, T. M. Davis, Bureau of Public Roads, informed me the other day in Burns that he was seriously considering making a request that this line change be made.

Mr. Baldock has also at various times discussed the possibilities of revising the line at the west end of the Glover Over-head in some manner so as to reduce the curvature. It was merely my intention to emphasize this possibility in the contract so that the contractor could have no grounds for a complaint if the Bureau of Public Roads did request the line to be straightened at Spring Creek, or even if we decided on some other approach to the Glover Over-head. Of course, neither of these changes are any more extensive than we have been accustomed to make on other construction, and probably unnecessary to be especially mentioned.

Very truly yours,

H G Smith

Division Engineer.

HG :C.

August 9, 1929

Mr. H. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

At Mr. Klein's suggestion, I have rewritten that clause of the Special Provisions applying to the Kamela-Hilgard Project which relates to the provision to be made for traffic, incorporating therein an alternate arrangement whereby the contractor can, if he desires, handle the work as a night operation. A copy of the revised clause is being inclosed. Please let us know by return mail whether or not you consider the inclusion of this alternate arrangement advisable.

Mr. Klein was not favorable toward the inclusion in the Special Provisions of the clause relating to line and grade changes, unless more definite information is given as to the nature of the revision that may be made. Please advise as to the kind of a change you propose to make, giving your reasons for not being able to determine in advance of contracting whether or not the change is to be made.

With reference to the Hines Mill-Burns Project, please send us a sketch indicating the nature of the cross-section to which the roadbed is to be widened. We are uncertain as to whether or not it will be practicable to use a "turn pike" section. Your estimate of excavation quantities appears somewhat small for that type of section.

We note that you have terminated the Hines Mill-Burns Project at the west side of First Street. It was our impression that the project was to be carried to Second Street, which street is, we believe, the main street of the town. Please advise us definitely in regard to this feature.

We note that the top course material for the screened gravel type of surfacing is specified as ranging in size from one inch to dust. We are wondering if it would not be advisable to make some provision to avoid the possibility of obtaining an excess of sand.

We would like to have your reply to this letter at your earliest possible convenience, as the time is becoming very limited.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Incl.
SHP:AF

FORM S-M-1 [illegible] 1-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 3, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Umatilla Co. Line-Hilgard
Over-head section.

Attention: Mr. Probert

RECEIVED
AUG 5 1929
STATE HIGHWAY
OREGON

Dear Sir:

In discussing the finishing and typical section to be used on the Umatilla County Line-Hilgard Over-head section with Mr. Baldock, he suggested that we require the grading contractor to construct the trench for the surfacing which would be six inches deep and eighteen feet wide, but on careful investigation this seems to me to be entirely impractical. I believe that in all cases the new portions of the roadbed should be finished to the profile grade; but where there is not a difference of more than six inches between the profile and the surface of the existing roadway, the present oiled surface should not be disturbed by the grading contractor. The removal of the salvaged material and minor corrections in the profile grade should be handled then by the surfacing contractor.

The method now employed on the Baker-Pleasant Valley and Snake River Slide sections, approximates this method. I believe we are getting along very successfully on those jobs placing the resurfacing with a very minimum of inconvenience to the travelling public. In fact on the Baker-Pleasant Valley job, one would scarcely be aware that resurfacing operations were going on.

The difficulty of handling the Umatilla County Line-Hilgard Over-head section is to co-ordinate the work between the grading and surfacing contractors so as to avoid removing the existing macadam from long stretches of the road until immediately before the resurfacing. This section is subject to heavy rains at any time which would render the road impassable if the surfacing were removed.

The construction of a trench by the grading would certainly necessitate the removal and stock piling of very long sections of the existing macadam.

Call Smith attention to [illegible]

[illegible]

Why high grade line at Sta 486 to 470

[illegible]
2 30+50

ISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

Mr. Probert: -2- 8/3/29 -- Re:Umatilla Co. Line-Hilgard Over-head Section.

I would request that you make the sketch map and typical sections as I have no draftsman.

Very truly yours,

H G Smith

HGS:OW

Division Engineer.

FORM [illegible] 3M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

July 30, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Encroachment agreements
for Kamela-Hilgard unit.

Dear Sir:

Your letter of July 29th in answer to the telegram addressed by Mr. H. G. Smith to Mr. Probert relative to the encroachment agreements for the Kamela-Hilgard unit, is received.

I wish to advise that I searched the county records to ascertain if possible whether or not the original agreement had been filed either in the County Clerk's or Recorder's office. I also secured the services of the Clerk and Recorder to assist me. We could not find any evidence of this agreement or any other encroachment agreement. Judge Couch could not find a copy of the agreement in his office.

Very truly yours,

H. G. SMITH,
Division Engineer.

By: Oscar Cutler
Oscar Cutler,
Office Engineer.

REFERRED TO
S H Probert

OC:O/

July 29, 1929.

Mr. E. G. Smith,
Division Engineer,
State Highway Department,
Box 908,
La Grande, Oregon.

Dear Sir:

I have your telegram of this date addressed to Mr. Probert in response to his inquiry of July 27th, advising that neither the county nor division offices have encroachment agreements for the Kamela-Hilgard Unit.

Mr. Probert is away today and I find in his letter to you he stated that Mr. Devers had sent a copy to Judge Couch on October 4, 1921 and asked that a search be made in the county's files. I have this thought: that even though the county's copy may not be found, that perhaps the railroad company or the county had this agreement recorded by the County Clerk in the county records, therefore, it is suggested that if you have not already done so, that inquiry be made of the County Clerk to determine if this encroachment agreement was ever recorded and, if so, please have a copy made for our information. Would thank you to handle this promptly, because if it is not available from records there at La Grande, we will endeavor to secure a copy from the attorney for the Union Pacific Railroad.

I think it is important that we have the previous agreement in considering our plan of contract operations on the proposed Kamela-Hilgard project.

Very truly yours,

State Highway Engineer.

RAK:HI

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 S

CLASS OF SERVICE

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WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
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The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

1929 JUL 29 AM 10 23

PR59 10=LAGRANDE ORG 29 1002A

S H PROBERT=

IN CARE OF STATE HIGHWAY DEPARTMENT SALEM ORG=

NEITHER COUNTY NOR DIVISION OFFICE HAVE ENCROACHMENT AGREEMENTS KAMELA HILGARD=

H G SMITH..

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:AF

OREGON STATE HIGHWAY COMMISSION

July 27, 1929

Mr. H. G. Smith
Division Engineer
La Grande, Oregon

Dear Sir:

Mr. Klein has asked me to write to you requesting that you expedite the submission of a copy of the encroachment agreement with regard to which we wrote to you a few days ago. This agreement, you will recall, pertains to the encroachments of the Kamela-Hilgard Section upon the right of way of the O. W. R. & N. Co.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:AF

FORM 5-H-1 [illegible]

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

July 29, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Herewith please find Estimate of Costs for the comparison of bids for the grading of the Umatilla County Line-Hilgard Over-head Section; and also Estimate of Costs for the surfacing and betterment materials, in order that the completed project may be submitted to the Bureau of Public Roads at one time.

I believe that Mr. Baldock will furnish the estimate for the oiling and bituminous surfacing for which the betterment materials are provided.

I presume that all three of these estimates should be submitted to the Bureau at one time.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encls.

7/27/29

Umatilla & Union Counties
Old Oregon Trail
Umatilla County Line-Hilgard Overhead Section
14.63 Miles, Surfacing and Betterment Materials.

Estimate of Costs by H. G. Smith, Division Engineer.
[redacted]

Sub-base Course Surfacing	31,000	cu.yds.	at	1.10	34,100.00
Base Course Surfacing	11,000	cu.yds.	at	1.15	12,650.00
Top Course Surfacing	6,600	cu.yds	at	1.20	7,920.00
Grade "A" Maint. Mtls. in stock piles	8,000	cu.yds.	at	1.20	9,600.00
Grade "B" Maint. Mtls. in stock piles	6,400	cu.yds.	at	1.20	7,680.00
Grade "C" Maint. Mtls. in stock piles	4,800	cu.yds.	at	1.10	5,280.00
Filler	2,000	cu.yds.	at	.30	600.00
Filler Haul	4,000	yd.mi.	at	.20	800.00
Hauling Broken Truck Measure	103,000	yd.mi.	at	.18	18,540.00
Hauling Broken Pile Measure	22,000	yd.mi.	at	.20	4,400.00
Salvaging Surfacing materials	5,000	cu.yds.	at	1.50	7,500.00
Rejection	1,000	cu.yds.	at	.30	300.00
Sprinkling					5,000.00
					$114,370.00
Plus 10% for engineering costs and contingencies					11,437.00
					$125,807.00

Based on 15% profit to contractor.

[illegible]

FORM 3-H-1 D-11288 5M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT [illegible] SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUL 25 1929
OREGON

July 24, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert:

Dear Sir:

The 100 ft. scale map, blue print profile, platted cross sections, and level and transit notes of the County Line-Hilgard Section are going forward by express tomorrow. The map and profile have been corrected to show the elevations and alignment obtained since the projection was staked in the field. A slight correction is also shown in the bearings as some six minutes were picked up in the line.

The levels were found to check the projection very closely so that no re-balancing of quantities was necessary, and the haul shown on the original profile can be used. The corrections shown from station 21 to 28, 128 to 131, and from 317 to 320 were caused by failure to correct the original profile where a revision had been made, and thus do not effect the quantities. There are one or two other places where the levels are slightly different but not of sufficient importance to require the re-balancing of quantities.

The culverts shown on the profile and in the summary have also been designated as concrete or corrugated iron in order that the extensions may be made with the same material as originally used.

It is my understanding that this will give you sufficient data to make a new profile and plans to be submitted to the Bureau of Public Roads. I will discuss the surfacing with Mr. Baldock tomorrow in order that they may be included in one project statement if advisable.

Very truly yours,

H. G. Smith

Division Engineer.

HGS:CW

31X3

PR 139B

139B

July 12, 1929

Mr. H. G. Smith, Div. Engineer
La Grande, Oregon

Dear Sir:

We refer now to your letter of July 10th in regard to the railroad encroachments on the Kamela-Hilgard Section.

As our copy of the encroachment agreement seems to have been lost, it will be necessary for you to refer to the County's copy, which copy Mr. Devers sent to County Judge U. G. Couch on October 4, 1921. If you find this copy of the agreement in the County's files, please arrange to have a copy made and forwarded to us. We think that you will find in your files the tracings from which the blue print copies of maps, profiles and cross-sections which accompany the agreement were made. These tracings should be checked against the blue print copies to make sure that they are identical, as our correspondence with the railway officials indicates that some revisions were made after the plans were first submitted.

In connection with recent projects involving railroad encroachments, the matter of protecting the railroad lines and telephone and telegraph lines has been handled in accordance with the general provisions which appear on Pages 5 and 6 of the standard specification form, the only supplemental provisions used being provisions advising the bidders specifically as to the nature of the agreement to be entered into between the contractor and the Railroad Company and in regard to the bond to be furnished to the Railway Company. For your information in this connection, we are inclosing herewith a set of the special provisions used in the contract for the grading of the Garibaldi-Hobsonville Section of the Roosevelt Coast Highway in Tillamook County. The requirements of the O.W.R.&N. Company are probably somewhat different from the requirements of the Southern Pacific Company, but it has been several years since we have handled a project involving encroachments on the O.W.R.&N. lines.

You will note that the provisions for the Garibaldi-Hobsonville Section provide that the contract bond shall be for the full amount of the contract and that that bond shall guarantee the faithful performance of the contractor's obligations under his agreement with the Railway Company as well as the faithful performance of the regular contract work. I do not know that this arrangement has any particular advantage, but it can be used if thought advisable and found to be agreeable to the railway officials.

Mr. Klein suggests that after the plans for the project are completed, a set of them be sent to Mr. Murray of the O.W.R.&N. Company and that inquiry be made of Mr. Murray as to what arrangements must be made with the Railway Company before the work can be proceeded with, and as to what requirements will be insisted upon by the Railway Company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Incl.
SHP:AF

5M 1-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

July 16, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Railroad encroachments on
Kamela-Hilgard Section.

Attention Mr. Probert:

Dear Sir:

In connection with preparing specifications for the Kamela-Hilgard revision, it occurs to me that the agreements by which we are occupying the railroad encroachments, should be looked up as I remember some of these, or all, encroachments specified the date upon which the work should be completed, and it occurs to me that objections might be raised to our again working upon these encroachments until a new agreement had been made with the Railroad Company.

In looking over the old correspondence pertaining to the original job, I note that the contractors attempted to collect from the State some $3500.00 for costs incurred by reason of moving and repairing telegraph wires. This should be guarded against in our new contract, and I would suggest that you send the latest special provisions which deal with protection of railroad and telegraph lines. The last job which I find containing such a clause is the Lostine-Enterprise section of July 26, 1922, but no doubt this clause has been rewritten many times and is possibly obsolete.

It seems to me, however, that the question of railroad encroachments is quite important and that we should not go blindly ahead without finding out the railroad company's attitude as to new work upon encroachments granted in the past.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

PR 139 B

31VG

July 17, 1929

Mr. E. G. Smith, Div. Engineer
La Grande, Oregon

Dear Sir:

Reference is made to your letter of July 15th in regard to the plans for the regrading of the Kamela-Hilgard Section of the Old Oregon Trail.

The profile and aligmment to be shown on the federal aid plans should be the same as is to be furnished to the bidders; therefore, if it is your intention to supply bidders with the profile and aligmment of the line as it is actually staked on the ground (and we think that that is advisable), then the same profile and aligmment should be shown on the federal aid plans.

The Bureau of Public Roads has recently issued instructions to the effect that plans, specifications and estimates for proposed federal aid work must be submitted approximately one month in advance of the date upon which bids are to be received. In the case of the Kamela-Hilgard Project, we do not believe that it will be necessary to comply with the letter of this regulation, but we do not think that the plans should be submitted to the Bureau less than about three weeks in advance of the letting. Therefore, if the project is to be awarded at the letting which is to be held on August 29th, we should have the information from which the federal aid plans are to be prepared before the end of the coming week. We anticipate that the working up of these federal aid plans will take approximately ten days, as our drafting force here is rather limited and already has a considerable amount of work before it.

The plans to be sumbitted for this project should include a 100-foot scale detail map, a 100-foot scale profile, platted cross sections, special provisions and estimate of cost. If for any reason these cannot be submitted

H. G. Smith, Sheet #2 July 17, 1929

before July 27th, it will be necessary to delay the calling for bids until the September letting.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:AF

LAND, CHAIRMAN
DFORD
AWYER, BEND

ROY A KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

July 15, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention Mr. Probert:

Dear Sir:

In working up the quantities for the Kamela-Hilgard revision, the base line method was used. A preliminary line was run along the edge of the roadbed and the actual alignment and quantities computed from this line.

In discussing this with Mr. Klein, he felt that in order to work up the plans for government cooperation, that the actual center line should be run at this time. Consequently, I have placed William's party on this work which I expect will take about two weeks.

Mr. Klein suggested that I send the map, profile and cross sections to you that they might be examined to see what additional data is needed to present to the government, and to see if the plans would be acceptable in their present form.

However, Mr. Williams finds that he will need the maps and cross sections for several days and consequently they will not be available until the end of the week.

I would appreciate your advice as to whether you wish to wait until this center line has been actually run and such corrections as we may find, incorporated in the maps and profile, or whether you wish to use the preliminary data in working up the plans. A tracing of the profile is already in your office.

Very truly yours,

H. G. Smith

Division Engineer.

HGS:OW

CONTRACT# 1121,

SEE:

CONTRACT# 1114,

20

1121 [illegible] : Contract 1114

CONTRACT# 1125,

PR 157-A Medford-Phoenix 1929

1135

[redacted] [redacted]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
1937
COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No. Stencil No. 124
Oregon F.A.P. 157-A
Medford-Phoenix section
and F.A.P. 157-D
Phoenix-Bear Creek section

157 [illegible] + C

December 11, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Appr 6426

Section A
Oregon Federal Aid Project No. 157

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 1, 1929, by the State Highway Commission of Oregon, and on February 4, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section A of Oregon Federal Aid Project No. 157; and

WHEREAS, the plans and specifications previously approved for said Section A provided for the construction of 5.744 miles of asphaltic concrete roadway, in Jackson County, for which the estimate approved was $128,423.35, and $79,917.85 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $136,504.53 and voucher in the sum of $77,099.06 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission now requests a reopening of said Section A and a revision of the plans, specifications and estimate approved therefor to provide for grade betterment and paving with Portland cement concrete of the portion of the project between survey stations 265+93.2 and 276+55.0, at an estimated cost of $9,054.00; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual cost of $136,504.53 to $145,558.53, and that the Federal funds approved and set aside to the credit of said Section A be increased from the previous actual payment of $77,099.06 to $82,629.06;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows;

The third "Whereas" paragraph shall read;

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of eighty-two thousand, six hundred twenty-nine and 6/100 dollars ($82,629.06) as the share of the United States payable under said act on account of said Section A, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Paragraph (a) of Article III shall read;

> "(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost."

Article IV shall read;

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of

> said project shall not in any event exceed the sum of eighty-two thousand, six hundred twenty-nine and 6/100 dollars ($82,629.06), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred forty-five thousand, five hundred fifty-eight and 53/100 dollars ($145,558.53), the approved total estimated cost of Section A of said project."

The second paragraph of Article V shall be and is hereby stricken out.

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 12th day of October, 1937, and the Secretary of Agriculture on the 11th day of November, 1937

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads

Section A
Oregon Federal Aid Project No. 157

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 157-A, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 145,558.53 in lieu of the previous actual payment of $77,099.06 as the total estimated cost of said project, and the sum of $ 82,629.06 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of November one thousand nine hundred and thirty-seven

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—4830

Form P. R. 2

State Oregon

Federal Aid Project No. 157-D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1937 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 31st day of August, 1929, a project statement, which was approved by the Secretary on the 27th day of September, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 19th day of May, 1937; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred one thousand, six hundred ninety and 00/100 dollars ($101,690.00) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws of 1917; Chapter 31, Laws of 1920** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 82+29 at the northerly end of Section B of said project in the NW 1/4 of Section 31, of T. 38 S., R. 1 E., and survey station 252+39 at the southerly end of Section A of said project in the NE 1/4 of Section 22, of T. 38 S., R. 1 W., W. M.**

, length **3.221** miles, in **Jackson** County, being Section **D** of **Oregon Federal Aid** project No. **157**, consisting of **3.215** miles of roadway and **one** bridge~~s~~, ~~each~~ of more than 20 feet clear span, **0.006** of a mile in length.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one hundred one thousand, six hundred ninety and 00/100 dollars ($101,690.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred sixty-six thousand, six hundred ninety-two and 00/100 dollars ($166,692.00), the approved total estimated cost of Section D of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one hundred one thousand, six hundred ninety and 00/100 dollars ($ 101,690/00) certified to the Secretary of the Treasury as above mentioned, which doe

---

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of Nov, 1937

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By H J O'Leary
Acting Chief, Bureau of Public Roads.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **Federal Aid** Project No. **157-D**, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **166,692.00** as the total estimated cost of said project, and the sum of $ **101,690.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of November one thousand nine hundred and thirty-seven

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE [illegible]

RECEIVED
SEP 7 1937
FOR FILING

157-A

September 3, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Medford-Phoenix Section, Federal Aid Project No. 157-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 157-A

MEDFORD-PHOENIX SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 25, 1937

COMPLETED FEDERAL AID WORK

Total Cost- -	$ 161,718.88
Regular Federal Aid -	$ 77,099.06
NRM Funds -	$ 19,671.02
NRM (1935) Funds- -	$ 3,437.50
Length- -	6.285 miles

NEW WORK

Portland Cement Concrete Pavement (Sta. 265+93.2 to 276+55.0)

All Required		Clearing and Grubbing		$ 165.00
20	cu. yds.	Trench Excavation	$ 1.25	25.00
4,000	cu. yds.	Excavation, Single Classification	0.25	1,000.00
15,000	yd. sta.	Overhaul	0.01	150.00
100	yd. mi.	Truck Haul	0.10	10.00
0.20	mile	Finishing Roadbed and Slopes	200.00	40.00
100	M-Gal.	Sprinkling Embankment Materials	1.20	120.00
1,800	sq. yds.	Removal of Pavement	0.20	360.00
100	lin. ft.	18" Concrete Pipe	2.50	250.00
200	cu. yds.	Salvaging Surfacing Materials	0.70	140.00
1,500	cu. yds.	Gravel Base	0.60	900.00
320	cu. yds.	1" - 0" Materials in Shoulders & Surfacing	1.50	480.00
50	cu. yds.	Sand Cushion	1.40	70.00
100	cu. yds.	Filler	0.60	60.00
100	yd. mi.	Hauling Filler	0.20	20.00
2,600	sq. yds.	Portland Cement Concrete Pavement	1.45	3,770.00
280	lin. ft.	Expansion Joints	0.15	42.00
1,320	lin. ft.	Contraction Joints	0.03	39.60
1,350	only	Dowels	0.15	202.50
950	lbs.	Tie Bars and Reinforcement	0.05	47.50
40	cu. yds.	Mineral Aggregate in Place	3.50	140.00
5	tons	No. 3 Road Oil in Place	40.00	200.00

Subtotal	$ 8,231
10% Engr. & Cont.	823
Total................	$ 9,054

U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
[illegible] NO. 1

Length	0.201 mile
Cost per mile	$ 45,044

Federal Aid Funds Requested- -	$ 5,530
State Funds- -	3,524
	$ 9,054

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. 157-62

POST OFFICE BUILDING
PORTLAND, OREGON

May 19, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 157-A, the Medford-Phoenix section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Chief Engineer of the Bureau.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Oregon State Highway Department Federal Aid Project No. 157-A

MEDFORD-PHOENIX SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 17, 1937

COMPLETED FEDERAL AID WORK

Total Cost	$ 161,718.88
Regular Federal Aid	$ 77,099.06
NRM Funds	$ 19,671.02
NRM (1935) Funds	$ 3,437.50
Length	6.285 miles

NEW WORK

Portland Cement Concrete Pavement (Sta. 265+93.2 to 276+55.0)

All Required		Clearing and Grubbing		$ 50.00
20	cu. yds.	Trench Excavation	$ 1.00	20.00
4,000	cu. yds.	Excavation, Single Classification	0.25	1,000.00
15,000	yd. sta.	Overhaul	0.02	300.00
100	yd. mi.	Truck Haul	0.15	15.00
0.20	mile	Finishing Roadbed and Slopes	200.00	40.00
100	M-Gal.	Sprinkling Embankment Materials	1.50	150.00
1,800	sq. yds.	Removal of Pavement	0.30	540.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
200	cu. yds.	Salvaging Surfacing Materials	0.75	150.00
1,500	cu. yds.	Gravel Base	0.40	600.00
320	cu. yds.	1" - 0" Materials in Shoulders & Surfacing	1.70	544.00
50	cu. yds.	Sand Cushion	1.50	75.00
100	cu. yds.	Filler	0.40	40.00
100	yd. mi.	Hauling Filler	0.20	20.00
2,600	sq. yds.	Portland Cement Concrete Pavement	1.55	4,030.00
280	lin. ft.	Expansion Joints	0.20	56.00
1,320	lin. ft.	Contraction Joints	0.03	39.60
1,350	only	Dowels	0.15	202.50
950	lbs.	Tie Bars and Reinforcement	0.06	57.00
40	cu. yds.	Mineral Aggregate in Place	4.00	160.00
5	tons	No. 3 Road Oil in Place	30.00	150.00
			Subtotal	$ 8,439
			10% Engr. & Cont.	843
			Total	$ 9,282

[illegible]

[illegible]

[illegible] No. 1

Length [illegible]	0.201 mile
Cost per mile	$ 46,179

Federal Aid Funds Requested- -	$ 5,670
State Funds- -	3,612
	$ 9,282

[illegible]

[illegible]

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

Oregon NRM 157-A (1935)
~~NRM 157-C (1935)~~

June 15, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

F/4pr 18458

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. [illegible] 157-A (1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 19th day of April, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 31st day of August, 1922, a project statement, which was approved by the Secretary on the 27th day of September, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 3rd day of December, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, four hundred thirty seven and 50/100 dollars ($3,437.50) as the share of the United States payable under said act on account of Section A of said project, which ~~[illegible] the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **from funds apportioned under the act of June 18, 1934.**
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 7+26 on South Riverside Avenue at the north line of 8th Street, the south end of Section C of said project and survey station 29+11.6 on South Riverside Avenue at the north line of 12th Street,**

, length **0.413 of a** mile~~s~~ in **Jackson** County, being Section **A** of **Oregon U.S.Pub.Wks.Hwy.** project No. **WRM 157** **(1935)**, consisting of **0.413 of a** mile~~s~~ of roadway and **no** bridges, e[illegible] of more than 20 feet clear span, [illegible] **known locally as South Riverside Avenue in the City of Medford, an official control point on Federal Aid Route No. 3.**

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of three thousand, four hundred thirty seven and 50/100 dollars ($3,437.50), certified to the Secretary of the Treasury as above mentioned, which ~~does~~ ~~not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section A of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws 1927; Chap. 88, laws 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 7th day of June, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By Wilson
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U. S. Pub. Wks. Hwy. Project No. NRM 157-A (1935) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 3,437.50 as the total estimated cost of said project, and the sum of $ 3,437.50 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share~~ is of said total estimated cost.

Done at the city of Washington, this 7th day of June one thousand nine hundred and thirty five

Secretary of Agriculture,

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

#1125
Jackson 20

FR 157a

April 29, 1932

Fidelity & Deposit Company,
% R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

This is to notify you that the claim of Standard Oil Company of California, in the sum of $4,046.70 against the bond furnished by L. O. Herrold in connection with State Highway Contract No. 1125 for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, has been paid in full.

We were informed sometime ago by Day, Hampson & Nelson, the attorneys for the claimant, that the claim, above mentioned, had been paid in full by Mr. Herrold, and accordingly noted this on our records, but failed to notify you.

Will you please change your records to show that the claim of Standard Oil Company has been released?

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Secretary of State
cc L. O. Herrold, Salem

E. Hoss
Secretary of State

C. N. Lau[illegible]
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 29 1932
OREGON
STATE HIGHWAY COMMISSION

April 28, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen: (Attention Mr. H. B. Glaisyer)

We are enclosing copy of a letter from Dey, Hampson & Nelsons, Attys., Portland, Oregon, with reference to a notice of claim by the Standard Oil Company of California in the amount of $4,046.70 filed in this office October 21, 1931 and to their notice of release of claim dated February 4, 1932.

Our records show that under date of February 5, 1932, we wrote to you and enclosed copy of the letter from the above attorneys advising that the claim had been paid in full.

If you fail to find record of our letter of February 5th and the copy, kindly advise and we will forward copies of the same to you for your records.

Yours very truly,

Hal E. Hoss

Secretary of State.

EL

#1125

DEY, HAMPSON & NELSON
Attorneys at Law
800 Pacific Bldg.
PORTLAND, OREGON

RECEIVED
APR 29 1932
OREGON
STATE HIGHWAY COMMISSION

COPY

April 26, 1932.

Honorable Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

On October 21, 1931, we filed with you on behalf of the Standard Oil Company of California its claim in the sum of $4,046.70 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for the work of paving the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, State Highway Commission Contract #1125.

On February 4, 1932, we advised you that Mr. Herrold had paid the claim and requested that the notice of the claim be withdrawn. On February 5, you advised us that that had been done, but Mr. Herrold has informed our client that the claim has not been released. We will appreciate it if you will look into the matter to the end that the claim be released both as far as your records are concerned and also the records of the State Highway Commission.

Very truly yours,

DEY, HAMPSON & NELSON

17/24

HAL E. HOSS
Secretary of State

STATE OF OREGON
Department of State
SALEM

C. N. LAUGHRIGE
Deputy Secretary

#1125

Jackson Co

RECEIVED
FEB [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

PR 157a

February 5, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing herewith a copy of the letter from Dey, Hampson & Nelson advising that the notice of claim by Standard Oil Company of California for $4,046.70 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, has been paid.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

DEY, HAMPSON & NELSON
Attorneys at Law
800 Pacific Building
Portland, Oregon

February 4, 1932.

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

On October 21, 1931, we filed with you on behalf of the Standard Oil Company of California its claim in the sum of $4,046.70 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work of paving the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, State Highway Commission Contract No. 1125.

We wish to advise you that Mr. Herrold has paid this claim in full, and the notice of the claim may accordingly be withdrawn.

Very truly yours,

DEY, HAMPSON, & NELSON

17/24

#1125
Jackson Co

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 20 1932
OREGON
STATE HIGHWAY COMMISSION

PR 1579

January 19, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing for your information, a copy of a letter from the Beaver Portland Cement Company advising of the release of their notice of claim against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon, State Highway Contract No. 1125.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

OPY

BEAVER PORTLAND CEMENT CO.

Portland, Oregon

January 18th, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Please take notice that we have received a check from Mr. L. O. Herrold in full settlement of the amount owing from him, except a small balance which we have carried to open account and we are, therefore, authorizing you to record full release of the claim which we filed with you under date of November 7th against the said L. O. Herrold as principle and Fidelity & Deposit Co. of Maryland as surety for the work of constructing a portion of the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway contract No. 1125.

You may consider this letter a full release of the said claim insofar as the Oregon State Highway Commission or the Surety Company are concerned.

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By BUELL C. NELSON
Asst. Secy.

BCN/DM

cc Oregon State Highway Commission
Fidelity & Deposit Co. of Maryland
Mr. L. O. Herrold

#1125

Pl. 571

RECEIVED
JAN 19 1932
OREGON
STATE HIGHWAY COMMISSION

January 18th, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Please take notice that we have received a check from Mr. L. O. Herrold in full settlement of the amount owing from him, except a small balance which we have carried as open account and we are, therefore, authorising you to record full release of the claim which we filed with you under date of November 7th against the said L. O. Herrold as principle and Fidelity & Deposit Co. of Maryland as surety for the work of constructing a portion of the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway contract No. 1125.

You may consider this letter a full release of the said claim insofar as the Oregon State Highway Commission or the Surety Company are concerned.

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By Buell C. Nelson

Asst. Secy.

BCN/DM

cc Oregon State Highway Commission ✓
Fidelity & Deposit Co. of Maryland
Mr. L. O. Herrold

#11
Jackson
PR157a

November 12, 1931

Fidelity & Deposit Company of
Maryland,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of revised notice of claim filed in the office of the Secretary of State on November 9, 1931, by Beaver Portland Cement Company against L. O. Herrold to whom the State Highway Commission awarded the contract for the paving of the Bedford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract #1125. The amount of the claim is $2,784.41, and is for materials furnished in connection with the above described project.

We are notifying you as you are the surety on the bond of Mr. Herrold.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC L O Herrold
Salem Oregon

November 12, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of your letter of November 9, enclosing three certified copies of revised notice of claim filed by Beaver Portland Cement Company, in the sum of $2,784.41, against L. O. Herrold to whom the State Highway Commission awarded the contract for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract #1125.

A certified copy of said notice of claim is being forwarded to the contractor, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 11 1931
OREGON
STATE HIGHWAY COMMISSION

November 9, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a revised notice of claim by Beaver Portland Cement Company for materials furnished in the sum of $2784.41 with interest at 6% from September 19, 1930, against the bond taken from L. O. Herrold, principal, and Fidelity and Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125.

We are enclosing for your information and files a certified copy of this revised notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned claimant, BEAVER PORTLAND CEMENT COMPANY, an Oregon corporation, has a claim for the sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, for cement and lime rock dust furnished L. O. Herrold, which claim is against the bond taken from the said L. O. Herrold as principal and Fidelity and Deposit Company of Maryland as surety for the work of constructing a portion of the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway Contract No. 1125.

Said claim was originally for $16,761.45 for cement and lime rock dust to be used in and which was used in said highway construction work, but on various dates extending from April 11, 1930 to September 19, 1930 payments were made against said indebtedness and cement sacks were returned to claimant for credit as against said indebtedness, leaving a balance due claimant in the full sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, in accordance with the statement of account hereto attached and by reference made a part hereof as if fully set forth herein.

Dated this 6th day of November, 1931.

BEAVER PORTLAND CEMENT CO.
By BUELL C. NELSON
Assistant Secretary

STATEMENT OF ACCOUNT

L. O. HERROLD WITH BEAVER PORTLAND CEMENT CO.
FOR
MATERIAL FURNISHED FOR PAVING THE MEDFORD - PHOENIX SECTION OF THE PACIFIC HIGHWAY
1930 IN JACKSON COUNTY STATE HIGHWAY CONTRACT NO. 1125

April 11	Inv.	8227	$ 88.02	April 11	C. M.	2628	$ 19.50
15		8236	762.84	15		2632	43.20
15		8243	88.02	15		2634	48.90
15		8253	484.11	22		2636	63.50
16		8262	748.17	22		2637	49.20
16		8270	484.11	22		2646	118.00
18		8275	748.17	30		2658	67.80
21		8296	102.69	30		2659	169.00
22		8298	190.71	May 3		2673	74.10
22		8301	278.73	3		2674	61.50
25		8324	278.73	9		2677	83.80
26		8330	190.71	9		2682	74.20
28		8334	469.44	9		2683	93.40
29		8340	381.42	10		2684	74.50
30		8356	322.74	10		2686	74.40
May 5		8366	1,129.59	10		2687	74.10
6		8378	660.15	14	Cash & disc.		88.02
7		8384	572.13	14	C. M.	2692	79.50
8		8392	762.84	19		2698	73.90
10		8396	572.13	19		2699	34.70
10		8404	572.13	16	Cash & disc.		1,268.57
12		8408	660.15	21	Cash & disc.		1,078.58
13		8414	381.42	21	Cash & disc.		630.17
15		8427	88.02	24	Cash & disc.		469.44
15		8432	873.84	21	C. M.	2703	82.90
15		8434	352.08	23		2708	78.50
17		8439	469.44	23		2709	143.40
19		8444	190.71	23		2713	53.80
21		8449	572.13	24	Cash & disc.		300.44
22		8459	704.16	31	C.M.	2719	68.40
23		8465	762.84	31		2728	94.70
24		8474	381.42	June 6		2741	206.90
26		8478	190.71	17	Cash & disc.		3,371.70
27		8488	572.13	Aug. 12	Cash on acct.		2,000.00
28		8493	572.13	Sep. 19	Cash on acct.		2,168.52
June 20		8596	102.69				
	Total debit		$16,761.45		Total credit		$13,977.04
			13,977.04				
	Balance due		$ 2,784.41				

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, BUELL C. NELSON, being first duly sworn depose and say that I am the Assistant Secretary of Beaver Portland Cement Co., an Oregon corporation with its office and principal place of business at 803 Lumbermens Building, Portland, Multnomah County, Oregon. Said Beaver Portland Cement Co. has a claim in the sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, against the bond taken from L. O. Herrold as principal and Fidelity and Deposit Company of Maryland as surety for the work of constructing a portion of the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway Contract No. 1125. Said claim is for cement and lime rock dust furnished said L. O. Herrold between the dates of April 11, 1930 and June 20, 1930, both inclusive, which said cement and lime rock dust was furnished to be used in and which was used in the construction of said highway under said Oregon State Highway Contract No. 1125 and which cement and lime rock dust was of the reasonable worth and value of $16,761.45. Between the dates of April 11, 1930 and September 19, 1930, both dates inclusive, credits aggregating $13,977.04 were allowed against said indebtedness of $16,761.45, said credits representing various payments of cash and credits for cement sacks returned to claimant, leaving a balance due claimant on September 19, 1930 of the full sum of $2,784.41 with interest thereon at 6% per annum until paid, from the said L. O. Herrold and his said surety on said bond. No payments on said balance of $2784.41 or the interest thereon have been made and the whole of said sum together with the interest thereon is now due, owing and payable to claimant.

BUELL C. NELSON

Subscribed and sworn to before me this 6th day of November, 1931.

(SEAL)

H. D. TAYLOR
Notary Public for Oregon
My commission expires Feb. 19, 1933.

Endorsed:; File No. 1036
Filed November 9, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Beaver Portland Cement Company for materials furnished in the sum of $2784.41, together with interest thereon at 6% per annum from September 19, 1930, against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway, State Highway Contract No. 1125, with the original notice filed in the office of the Secretary of State on November 9, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 9th day of November, A. D. 1931.

Hal E. Hoss

Secretary of State

#1125
150.E

P1. 157a

November 7th, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

It is some days since we filed with your office notice of our claim against L. O. Herrold for material furnished for construction of a portion of the Medford - Phoenix section of the Pacific Highway in Jackson County, State Highway contract No. 1125.

Owing to the opinion of our attorney that the claim already filed might possibly be open to some technical charge of insufficiency, the claim has been re-drawn and is inclosed herewith together with the affidavit in regard to same which is required by law.

Trusting you may find all of this in order, we are

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By

Ass't. Secy.

ECH/DM

cc Mr. H. B. Glaisyer, ✓
Sec'y, State Highway Commission

Fidelity & Deposit Co. of Maryland

COPY

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned claimant, BEAVER PORTLAND CEMENT COMPANY, an Oregon corporation, has a claim for the sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, for cement and lime rock dust furnished L. O. Herreld, which claim is against the bond taken from the said L. O. Herreld as principal and Fidelity and Deposit Company of Maryland as surety for the work of constructing a portion of the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway Contract No. 1125.

Said claim was originally for $16,761.45 for cement and lime rock dust to be used in and which was used in said highway construction work, but on various dates extending from April 11, 1930 to September 19, 1930 payments were made against said indebtedness and cement sacks were returned to claimant for credit as against said indebtedness, leaving a balance due claimant in the full sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, in accordance with the statement of account hereto attached and by reference made a part hereof as if fully set forth herein.

Dated this 6th day of November, 1931.

BEAVER PORTLAND CEMENT CO.

By ______________________________

Assistant Secretary

STATEMENT OF ACCOUNT

L. O. HERROLD WITH BEAVER PORTLAND CEMENT CO.
FOR
MATERIAL FURNISHED FOR PAVING THE MEDFORD - PHOENIX SECTION OF
THE PACIFIC HIGHWAY IN JACKSON COUNTY
STATE HIGHWAY CONTRACT NO. 1125

1930							
April	11	Inv. 8227	$ 88.02	April	11	C.M. 2628	$ 19.50
	15	8236	762.84		15	2632	43.20
	15	8243	88.02		15	2634	48.90
	15	8253	484.11		22	2636	63.30
	16	8262	748.17		22	2637	49.20
	16	8270	484.11		22	2646	118.00
	18	8275	748.17		30	2658	67.80
	21	8296	102.69		30	2659	169.00
	22	8298	190.71	May	3	2673	74.10
	22	8301	278.73		3	2674	61.50
	25	8324	278.73		9	2677	83.80
	26	8330	190.71		9	2682	74.20
	28	8334	469.44		9	2683	93.40
	29	8340	381.42		10	2684	74.50
	30	8356	322.74		10	2686	74.40
May	5	8366	1,129.59		10	2687	74.10
	6	8378	660.15		14	Cash & disc.	88.02
	7	8384	572.13		14	C.M. 2692	79.50
	8	8392	762.84		19	2698	73.90
	10	8396	572.13		19	2699	34.70
	10	8404	572.13		16	Cash & disc.	1,266.57
	12	8408	660.15		21	Cash & disc.	1,076.58
	13	8414	381.42		21	Cash & disc.	630.17
	15	8427	88.02		24	Cash & disc.	469.44
	15	8432	873.84		21	C.M. 2703	82.90
	15	8434	352.08		23	2708	78.50
	17	8439	469.44		23	2709	143.40
	19	8444	190.71		23	2713	53.80
	21	8449	572.13		24	Cash & disc.	300.44
	22	8459	704.16		31	C.M. 2719	68.40
	23	8465	762.84		31	2728	94.70
	24	8474	381.42	June	6	2741	206.90
	26	8478	190.71		17	Cash & disc.	3,871.70
	27	8486	572.13	Aug.	12	Cash on acct.	2,000.00
	28	8493	572.13	Sep.	19	Cash on acct.	2,168.52
June	20	8596	102.69				
	Total debit		$16,761.45		Total credit		$13,977.04
			13,977.04				
	Balance due		$ 2,784.41				

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

I, BUELL C. NELSON, being first duly sworn depose and say that I am the Assistant Secretary of Beaver Portland Cement Co., an Oregon corporation with its office and principal place of business at 603 Lumbermens Building, Portland, Multnomah County, Oregon. Said Beaver Portland Cement Co. has a claim in the sum of $2784.41 with interest thereon at 6% per annum from September 19, 1930 until paid, against the bond taken from L. O. Herrold as principal and Fidelity and Deposit Company of Maryland as surety for the work of constructing a portion of the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon, under Oregon State Highway Contract No. 1125. Said claim is for cement and lime rock dust furnished said L. O. Herrold between the dates of April 11, 1930 and June 20, 1930, both inclusive, which said cement and lime rock dust was furnished to be used in and which was used in the construction of said highway under said Oregon State Highway Contract No. 1125 and which cement and lime rock dust was of the reasonable worth and value of $16,761.45. Between the dates of April 11, 1930 and September 19, 1930, both dates inclusive, credits aggregating $13,977.04 were allowed against said indebtedness of $16,761.45, said credits representing various payments of cash and credits for cement sacks returned to claimant, leaving a balance due claimant on September 19, 1930 of the full sum of $2,784.41 with interest thereon at 6% per annum until paid, from the said L. O. Herrold and his said surety on said bond. No payments on said balance of $2784.41 or the interest thereon have been made and the whole of said sum together with the interest thereon is now due, owing and payable to claimant.

____

Subscribed and sworn to before me this 6th day of November, 1931.

____

Notary Public for Oregon

My commission expires ______________

PR 157a

November 6, 1931

Beaver Portland Cement Co.,
Lumbermens Building
Portland, Oregon.

Attention of Mr. Buell C. Nelson

Gentlemen:

In conformance with your request of the fourth instant, addressed to Hal E. Hoss, Secretary of State, we hand you herewith a certified copy of the contract and bond between the State Highway Commission and L. O. Herrold, for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County.

In accordance with the provisions of the Oregon statutes, certified copies of state highway contracts may be obtained by the filing of an affidavit of claim against the contractor. The within copy is sent to you prior to the receipt of such affidavit as it is thought that you are in a hurry for it. We will, however, expect you to furnish us with the affidavit required by law within the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Hal E. Hoss

BEAVER PORTLAND CEMENT CO.
MAIN OFFICE, PORTLAND, OREGON.
PLANT, GOLD HILL, OREGON.

PORTLAND, OREGON

November 4th, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Ore.

Dear Sir:

Will you kindly furnish us with a certified copy of the contract of the Oregon State Highway Commission with L. O. Herrold, for paving the Medford - Phoenix Section of the Pacific Highway in Jackson County - State Highway Contract No. 1125. We also wish a certified copy of the bond in connection with the same contract.

If there is any charge for these, kindly send us your bill together with certified copies and it will be taken care of in due course.

Thanking you in advance for your prompt attention to this matter, we are

Yours very truly,

BEAVER PORTLAND CEMENT CO.

Per Buell C. Nelson
Asst. Secy.

BCN/DM.

Respectfully referred to State Highway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
NOV 5 - 1931
HAL E. HOSS

ANSWERED
H. B. C.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 6 1931
OREGON
STATE HIGHWAY COMMISSION

November 5, 1931

State "ighway Commission

State Building.

Gentlemen: Attention Mr. H. B. Glaisyer, Chief Clerk.

We are enclosing herewith for your attention, a letter from the Beaver Portland Cement Company, requesting certified copies of the contract and bond of L. O. Herrold for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County.

Yours very truly,

Hal E Hoss
Secretary of State.

EL

ANSWERED
H. B. G.

PR1579

November 2, 1931

Beaver Portland Cement Co.,
603 Lumbermens Building
Portland, Oregon

Gentlemen:

As requested I have conferred with our Attorney Mr. Devers concerning the filing of the notice of your claim against L. O. Herrold for materials furnished him in connection with his contract with the State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County.

Mr. Devers is of the opinion that it would not be necessary to file suit within the period prescribed by law for the filing of notices of claims with the Secretary of State.

As to whether or not it is necessary to file suit in the event that the contractor admits the obligation without reservation, Mr. Devers is of the opinion that this is a matter which rightfully should be decided by yourselves and your attorneys, hence no suggestion is being made.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

#1125
Jackson Co

PR 157a

October 31, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of October 29, enclosing certified copies of notice of claim filed by George V. Miller against L. O. Harrold, contractor, to whom the State Highway Commission awarded the contract for paving the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract #1125.

We are today forwarding a copy of the notice to the contractor, Mr. Harrold, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

October 31, 1931

Fidelity & Deposit Company,
R. E. Pinney, Resident Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed on October 29, 1931, in the office of the Secretary of State, by George V. Miller against L. O. Herrold for labor and services furnished him in connection with the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract #1125. The amount of the claim is $766.00.

This is for your information as you appear as surety on Mr. Herrold's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC L. O. Herrold,
Salem, Ore.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 29, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by George V. Miller for labor and lease of automobile in the sum of $766.00 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM
encs.

OCT [illegible] 1931

NOTICE OF CLAIM OF GEORGE V. MILLER
Medford-Phoenix Section. Contract 1125.
(Under Section 67-1101, Oregon
Code, 1930, as amended.)

TO THE STATE OF OREGON AND TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE HEREBY IS GIVEN that the undersigned, GEORGE V. MILLER, has a claim for two hundred sixty-eight (268) hours of overtime labor and the leasing and letting of one certain Ford roadster automobile, with "pickup" body, for a period of one hundred eighty-two (182) days, in the total sum of seven hundred sixty-six dollars ($766.00) against the bond taken from L. O. HERROLD, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as surety, for the work of State Highway Construction on the Pacific Highway in Jackson County, Oregon, Medford-Phoenix Section, 5.87 miles of paving, Project 1213, Contract 1125, Contractor, L. O. Herrold, Date of Award, October 1, 1929.

Dated October 29, 1931.

GEORGE V. MILLER
GEORGE V. MILLER, Claimant,

By ALLAN G. CARSON
ONE OF HIS ATTORNEYS AND
AGENTS.

CARSON & CARSON
SALEM, OREGON
ATTORNEYS FOR CLAIMANT.

Endorsed: File No.1029
Filed October 29, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by George V. Miller for labor and lease of automobile in the sum of $766.00 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125, with the original notice filed in the office of the Secretary of State on October 29, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of October, A. D. 1931.

Hal E Hoss

Secretary of State

#1125
[illegible]
PR 1579

October 30, 1931

Fidelity & Deposit Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith copies of the notice of claim filed in the office of the Secretary of State by the Beaver Portland Cement Company for materials furnished in the sum of $2,784.41, together with interest thereon at 6% from September 19, 1930, in connection with the contract awarded to L. O. Herrold for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, state highway contract No. 1125.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

cc L. O. Herrold
Electric Apartments
Salem, Oregon

October 30, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Gentlemen:

This is to acknowledge receipt of your letter of the 29th instant in which you inclose three certified copies of the notice of claim of the Beaver Portland Cement Company for materials furnished in the sum of $2,784.41, together with interest thereon at 6% from September 19, 1930, in connection with the contract awarded to L. O. Herrold for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, state highway contract No. 1125.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

October 29, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Beaver Portland Cement Company for materials furnished in the sum of $2,784.41, together with interest thereon at 6% from September 19, 1930, against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125.

We are enclosing for your information and files a certified copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
OCT 30 1931
OREGON
STATE HIGHWAY COMMISSION

BEAVER PORTLAND CEMENT CO.
Main Office, Portland, Oregon.
Plant, Gold Hill, Oregon

PORTLAND, OREGON
October 28th, 1931.

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

NOTICE hereby is given that the undersigned BEAVER PORTLAND CEMENT COMPANY has a claim for cement furnished in the sum of $2,784.41 plus interest at the rate of 6% per annum from September 19th, 1930, until paid, against the bond taken from L. O. Herrold as principal and Fidelity & Deposit Co. of Maryland as Surety for the work involved under Oregon State Highway Contract No. 1125, Medford - Phoenix Section of the Pacific Highway in Jackson County, which was completed on November 8th, 1930.

BEAVER PORTLAND CEMENT CO.

By BUELL C. NELSON
Asst. Secy.

Statement
In account with

BEAVER PORTLAND CEMENT CO.
605 Lumbermens Building
Plant, Gold Hill, Oregon Phone ATwater 7288

Portland, Oregon, Oct. 23rd, 1931

Mr. L. O. Herrold,
Box 190, Salem, Ore.

		Debits	Credits	Balance
Sept. 19	Previous Balance	2,784.41		
	Int. to date @ 6%	182.82		$2,967.23

CERTIFIED CORRECT:

BUELL C. NELSON
Asst. Secy.
BEAVER PORTLAND CEMENT CO.

Endorsed: File No. 1028
Filed October 29, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Beaver Portland Cement Company for materials furnished in the sum of $2,784.41, together with interest thereon at 6% from September 19, 1930, against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125, with the original notice filed in the office of the Secretary of State on October 29, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of October, A. D. 1931.

Hal E Hoss
Secretary of State

By Alice Phillips Deputy

#1125

PR157a

October 27, 1931

Beaver Portland Cement Co.,
603 Lumbermens Building,
Portland, Oregon.

Attention of Mr. Buell C. Nelson, Assistant Secretary

Gentlemen:

Reference is made to your letter of the 26th instant, concerning your claim in the sum of $2,967.28 against L. O. Herrold, being for cement furnished to Mr. Herrold in connection with the contract awarded to him by the State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract #1125.

According to the provisions of Section 2991 of Oregon Laws for 1920, it was necessary that notice against contractors be filed with the Secretary of State prior to the expiration of a period of one year from the date of completion of the contract, in order to hold the bond equally responsible and liable for the payment of the claim. I do not believe that it was the intent of the law that suit should actually be started in the courts within that period. The filing of the claim prior to the expiration of the period of one year was simply to protect the claimant on the bond, as the bond automatically expired at the end of that period.

According to the provisions of Chapter 250, Oregon Laws for 1931, which law is now in effect, notices of claims against contractors must be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the contract. I am not certain as to whether or not it will effect your claim, or that the period of time during which your claim could be filed with the Secretary of State has expired. However, I would suggest that notice of your claim be filed with the Secretary of State before November 8th of this year. Suit may then be instituted against Mr. Herrold and the bonding company.

I am enclosing in this letter a mimeographed copy of Chapter 280 of the Oregon Laws for 1931 for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

BEAVER PORTLAND CEMENT CO.
MAIN OFFICE, PORTLAND, OREGON.
PLANT, GOLD HILL, OREGON.

PORTLAND, OREGON

RECEIVED
OCT 27 1931
OREGON
STATE HIGHWAY COMMISSION

October 26th, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. H. B. Glaisyer, Secy.

Gentlemen:

Herewith please find our claim, with statement attached, against L. O. Herrold, on account of cement furnished for the Medford - Phoenix paving contract No. 1125.

Your letter of June 20th states that this work was completed on November 8th, 1930. If our understanding is correct we must, in order to protect our rights under the bond, start suit on account of this claim before November 8th of this year.

Please advise us if the above notice is in proper order and, if not, what steps we should take to rectify it.

We would also like word from you as to whether we are right in our assumption that suit must be filed on or before November 8th, 1931, in case the account is not settled for before that time.

Thanking you in advance for your cooperation, we are

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By Buell C. Nelson
Asst. Secy.

BCN/DM.

ANSWERED
H. B. G.

BEAVER PORTLAND CEMENT CO.
MAIN OFFICE, PORTLAND, OREGON.
PLANT, GOLD HILL, OREGON.

PORTLAND, OREGON

October 26th, 1931.

To the Oregon State Highway Commission,
Salem, Oregon.

NOTICE is hereby given that the undersigned BEAVER PORTLAND CEMENT CO. has a claim for value of cement furnished in the sum of $2,967.23 as per statement attached hereto against the bond taken from L. C. Herrold as principle and Fidelity & Deposit Company of Maryland as surety, for the work involved in Oregon State Highway Contract No. 1125, Medford - Phoenix Section of Pacific Highway in Jackson County, which was completed on November 8th, 1930.

BEAVER PORTLAND CEMENT CO.
By Buell C. Nelson
Asst. Secy.

STATEMENT

In Account With

Beaver Portland Cement Co.

603 LUMBERMENS BUILDING

PLANT, GOLD HILL, OREGON PHONE ATWATER 7288

RECEIVED
OCT 27 1931
STATE HIGHWAY COMMISSION

PORTLAND, OREGON, Oct. 23rd, 1931

Mr. L. O. Herrold

Box 190, Salem, Oregon

1930.		DEBITS	CREDITS	BALANCE
Sept. 19	PREVIOUS BALANCE	2,784.41		
	Int. to date @ 6%	182.82		$ 2,967.23

A-1023

RECEIVED
OCT 27 1931
OREGON
STATE HIGHWAY COMMISSION

d as far as $3
our account for
ontract No. 1128,
kson County, which

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l not be able to
bond protection
ccount. The debit

T CO.

RECEIVED
OCT 27 1931
OREGON

October 23rd, 1931

Fidelity & Deposit Co.,
Failing Bldg.,
Portland, Oregon.

Gentlemen:

We desired to cooperate with Mr. Herrold as far as it could be done without endangering final payment of our account for cement furnished him for his Oregon State Highway contract No. 1125, Medford - Phoenix Section of Pacific Highway in Jackson County, which was completed on Nov. 6th, 1930.

For this reason we did not file with you sooner the record of the debit balance owing us.

Mr. Herrold now advises us that he will not be able to clean this account up within the time limit of the bond protection so we are hereby giving you formal notice of the account. The debit balance as this date is $2,9[illegible]7.25.

COPY

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By

BCH/DM

Asst. Secy.

cc Oregon State Highway Commission,
Salem, Ore.

PI1574

CONSTRUCTION OF MEDFORD-PHOENIX SECTION OF PACIFIC HIGHWAY IN JACKSON COUNTY, OREGON.

TWO FOOT CONCRETE SHOULDERS, FOUR FOOT GRAVEL SHOULDERS, AND SIXTEEN FOOT WIDTH BITUMINOUS CONCRETE SURFACE BETWEEN CONCRETE SHOULDERS. WIDENING ROADBED.

LOCATION AND GENERAL DESCRIPTION. The work referred to in this article begins at Station 576 of Pacific Highway Stationing, which is the northerly street line of Twelfth Street, in Medford, Oregon, and extends 5.8718 miles southerly through the town of Phoenix, to a point approximately one and one-half miles from Phoenix.

In the 1913-1914 Biennial Report of the State Highway Engineer, the paving of this section during the year 1914 with sixteen foot concrete slab on a twenty-four foot width roadbed section, is described.

The surface condition of the concrete pavement laid in 1914 was cracked, broken, rough, and patched with bituminous mix, and the construction work of 1930 made use of this old concrete pavement as a base, placing thereon a (minimum) one and three-quarter inch thickness of bituminous concrete wearing surface, building up with bituminous mix the sag grade revisions and curve super elevations to conform with present standards.

A thirty-six foot road bed section was stipulated to replace the old twenty-four foot section.

CALL FOR BIDS, AND AWARDING OF CONTRACT. Bids for work were called for September 26th, 1929, and awarded to L. O. Herrold on October 1st, 1929.

The Special Provisions restricted the performance of work on any greater section than could be entirely completed with best results previous to inclement weather conditions, and under no circumstances was work to be undertaken on more than one mile of the project during the fall of 1929. Work was not started until February of 1930, and then only the getting out of materials for concrete and bituminous mix and stock piling at the Paving Plant, which was the central proportioning plant for concrete mix.

LOCATION AND DESCRIPTION OF BITUMINOUS PLANT, CENTRAL PROPORTIONING PLANT, AND GRAVEL AND CRUSHING PLANT. The contractor had been operating in the City of Medford and vicinity over a period of years, and had a bituminous paving plant located close to the Pacific Highway at a point about one and one-fourth miles from the northerly end of the project, (Station 576, 12th Street in the City of Medford). The Gravel and Crusher Plant was located on leased land along Bear Creek, about one-half mile easterly from the Highway, and Paving Plant. Both of these plants had been in operation for some time previous to the calling for bids on this project.

Briefly, the gravel and crusher plant was equipped with a gin pole, drag line. The high line was eleven hundred feet long, with a 3/4 yd. bucket on 900 feet of 3/4 inch cable from a double drum hoist, run by a 75 H.P. Electric Motor. For washing, a 2½ inch suction centrifugal pump was used, run by a 15 H.P. Electric Motor. One Royal Acme 11" x 14" jaw crusher and one Telsmith Reduction Crusher were run by a 50 H.P. Electric Motor. A 16 foot long rotary screen and chain bucket conveyor was run by a 15 H.P. Electric Motor, and a 10 foot long rotary screen and vibrator were run by a 10 H.P. Electric Motor. This gravel plant produced from 200 to 400 cu. yds. per day, depending on material encountered.

The Paving Plant consisted of a 100 ton capacity asphaltic cement and 10,000 gal. capacity fuel oil concrete lined well, located near a railroad spur at paving plant. Asphaltic cement was heated by steam from a fuel oil burning 40 H.P. horizontal boiler, a 20 H.P. motor from asphalt pump, and a 5 H.P. motor for fuel oil pump was used. A horizontal drying drum with a fuel oil heating and drying flame, run by a 20 H.P. motor, was used for drying and heating materials for bituminous mixtures. A blower conveyor collected dust in separate bin. The hopper bins, as specified, were located beneath the rotary screen, which was fed by a chain bucket conveyor, run by a 15 H.P. motor, from a pit at the end of heating drum and above the weighing hopper and pug mixer, which was a one thousand pound batch capacity mixer, run by a 30 H.P. motor. The pug dump slide had plenty of clearance for trucks used. Light trucks hauling four 1,000 pound batches per load were mostly used. One 5-ton ten-batch truck, with four to six four-batch trucks, were used during the latter part of the work.

The aggremeter for weighing concrete materials was placed beneath bins, on top of which was a ten-foot rotary screen, fed by a chain bucket conveyor. The screen and conveyor was run by a 10 H.P. electric motor. The concrete aggremeter, bins and bunkers were constructed to meet the requirements of specifications, and was the only construction of any consequence required for use on the work.

Light trucks with the beds divided for two three-sack batches were used to haul from central proportioning plant to the mixer on road. Cement was added at the cement house located next to concrete gravel aggremeter. There was no noticeable wind effect on cement in trucks.

BEGINNING AND PROGRESS OF WORK. Engineering crew began field work on February 12th, 1930. In order to properly adjust the grades so as not to materially overrun the estimated tonnage of bituminous mix to be used, five point reading cross sections were taken at twenty-five foot intervals, and at the station and half station entire right of way (60 ft.) cross sectioned. Intermediate sections taken where deemed necessary.

The two foot concrete shoulders having to be first laid, it was evidently necessary that the correct grade line relative to the existing surface of concrete pavement be carefully fixed. Over the area to be covered with bituminous concrete one one-hundredth of a foot increase in thckness of wearing course meant an additional 376 tons of bituminous mix.

The traffic was such that it was advisable to place flagmen ahead and behind the field crew. Flagmen equipped with flags and printed warning signs were continually with the field party. Even with these precautions there were several near accidents to members of field crew.

The contractor began stock piling aggregate at paving plant in February. Actual work laying concrete shoulders began April 11th, at north end of project (Station 576), and concrete shoulders were laid continuously to south end of project (Station 266+01). The concrete shoulders, two feet wide, nine inches thick, on each side, were completed May 30th, 1930.

There were forty-three working days (not including Sundays) from April 11th to May 30th, inclusive. Work was being done on thirty-four of these days, which does not include one and one-half hours work on one Sunday (May 23rd) in putting in three (20 foot) panels that had been omitted to allow approach to pavement. Of the nine days (43 - 34) that no work was done, there were 5 days lost on account of rain, 2 days closed down because of unclean materials, and 2 days lack of suitable materials. Out of the 34 days worked there were 4 days lost time, as follows: 10½ hours rain, 3-3/4 hours plant trouble, 2¼ hours out of forms ahead, 3 hours mixer repairs, 4½ hours unclean materials, 8 hours out of suitable material, and ½ hour waiting for trucks at mixer. The average rate of concrete shoulders laid per day (time operated) was 1033.4 lineal feet. The contractor expected to lay one-fourth of a mile per day.

An old Koehring 14-E, 1/2 cu. yd. capacity, self propelled mixer, having batchmeter and timer and fitted with a trough, attached in place of paving boom, was used. A 450 gallon reserve water tank was placed up on a frame built over the machine, and this, together with a 1200 gallon capacity water tank truck, kept water supplied to mixer. The wetting of the earth covering on concrete was done with a sprinkling tank truck having a sprinkler offset to cover shoulders.

In placing the specified 1 - 2 - 3½ mixture, based on 1.54 bbls. of cement per cu. yd. of concrete, the calculated number of sacks of Portland Cement required was 20,991. 21,069 sacks (78 sacks more than calculated amount required) was used. A three sack batch mix was used throughout.

Several times during the day while concrete work was in progress, the calculated sacks of cement required was compared with cement used, and corrections made in sand and gravel weights at aggremeter at central proportioning plant. This was done by written message sent by truck drivers from field to plant inspector.

Four concrete cylinders, and a slump cone test, were made from each days run of concrete. The amount of water used in mixing was based on a maximum one inch slump test, with a one minute mixing time. Concrete cylinders were tested in 7, 14, 28 and 90 days, and the average strength in pounds per square inch is as follows: 7 days, 2297#; 14 days, 3012#; 28 days, 3259#; and 90 days, 4184#.

Materials were sampled and sent to the Testing Laboratory to be tested. The cement was sampled at Cement Plant from bin set aside for State Highway use, by an inspector from the Engineer of Materials office.

Work laying asphaltic concrete between concrete shoulders was started June 5th, and completed August 29th. There were 71 working days (exclusive of July 3rd, 4th and 5th, on which days no work was done).

Work was carried on 68 days out of the above 71, but the length of days work was eight hours for a portion of the time, and increased to ten hours on September 20th.

The plant operation time amounted to 522½ hours, or 65.31 eight hour shift days, and in addition to this the lost time of plant operation amounted to 108-5/6 hours, or 13.61 eight hour shift days. This amount of time lost was made up of the following delays: 8-1/6 hours, faulty boiler; 49 hours, lack of proper material; 5-1/3 hours, insufficient heat on asphaltic cement; 3 hours, shortage of hauling trucks; 35 hours, repair to plant equipment; and 8-1/3 hours, contractor moving equipment on road.

A total of 10,357½ tons of bituminous mixtures were used. 51½ tons rejected. The contractor was allowed to furnish patching bituminous mix to City of Medford for street patching. No inspection made or record kept of this 211 tons of material furnished the City of Medford, other than to check the amount of asphaltic cement used against the amount received. Approximately 450 tons of non-skid rock and 220 tons hot sand were produced for non-skid surface.

Based on operating time of plant, 522½ hours, the output was approximately 21.6 tons per hour, and based on the operating time, 522½ hours plus the lost time of 108-5/6 hours, or total of 631-1/3 hours, the output was reduced to 17.9 tons per hour. By "operating time of plant" is meant the time the plant was in operation producing bituminous mix, skid proof mix, or hot sand for covering skid proof surface.

LAYING OF WEARING SURFACE COURSE AND THE APPLICATION OF NON-SKID:

The asphaltic concrete pavement and surface was begun at the northerly end of project (Station 576), and continuously laid to Station 510+70, which was near the paving plant entrance. The road equipment was moved to Station 444+50 (a detour point), and after the base for sag raises and super elevations was in place the pavement was laid to "close in" at paving plant (Station 510+70). The road equipment was then moved to Station 346+35 (another detour point). The bituminous base mix for sag and super elevations was placed to the southerly end of the project, and the pavement laid from Station 346+35 to "close in" at Station 444+50. The road equipment then moved to southerly end of project (Station 266+01), and pavement laid to "close in" at Station 346+35.

All of the old asphalt or asphaltic mixes used to bring up low spots or fill cracks in old concrete pavement, was picked, or burned and removed. It was found that if this was not done the spreading of hot material over these places would cause it to soften and roll or slide under roller, and in addition to this objectionable feature was the probability that the excess asphaltic cement would eventually reach the surface and effect the surface smoothness, and cause the non-skid rock to disappear, leaving a smooth, slick, blotchy surface.

It was deemed of paramount importance to obtain a non-skid surface. Such surfaces have been successfully constructed on old bituminous pavements, but to my knowledge previous to this work there had been no attempt made to combine a non-skid surface application such as desired in what might be termed monolithic construction.

The bituminous wearing course mixture used from Station 576 to 542+20 was a light sanded mix, 165 to 170 pounds of sand and 40 to 50 pounds of asphaltic cement per thousand pound batch. From Station 542+20 to 536+20, 210 pounds of sand and 45 pounds of asphaltic cement per batch was used. 190 pounds of sand and 45 pounds of asphaltic cement per batch was used from Station 536+20 to 519. From Station 519 to 444+50 a heavier sanded mix, 220 to 225 pounds of sand with 43 to 56 pounds of asphaltic cement per batch was laid. The balance of the job had a higher sand content, 240 to 244 pounds of sand, with 50 to 53 pounds of asphaltic cement per batch.

The cut pavement samples plainly showed the increased so-called "inherent stability" of the heavier sanded mixtures, as compared with the lighter sanded mixtures. Eleven pavement samples were cut and sent to State Testing Laboratory for analysis report. The average specific gravity was 2.407, and average voidage was 3.418. Daily samples, taken from batches that were incorporated in pavement, were also sent in. Aggregate from bins were screened four times daily, and weights slightly varied when necessary in order to secure a uniform mixture.

From the beginning of the work (Station 576) to Station 540+20, and from Station 444+5 to 464+40, considerable experimental work was done by the contractor at the request and under the observation of the State Highway Department, and the different mixes used, date laid and the different methods of skid-proofing application is recorded on a "Progress Chart" submitted to Oregon State Highway Department, Division Engineer, W. E. Chandler, at Grants Pass, Oregon.

To go into this work in detail would require too much time and space. A brief statement of specified method and experimental methods is therefor given which should be considered in connection with the different mixtures described above, and the final method of non-skid surfacing application as used on balance of this work.

The specified method for "Seal Coat and Skid-proofing" stipulated that from 1/4th to 1/3d gallons of Grade "E" Asphaltic cement, heated to a temperature of 300 to 350 degrees Fahrenheit, be uniformly spread per square yard on warm surface. Upon this "hot" asphaltic cement (temperature not less than 250 degrees Fahrenheit) screenings passing 3/4" and retained on 1/2" circular opening screens, be spread at the rate of 22 to 30 pounds per square yard, then rolled and broomed with a ten ton roller, equipped with straight wire brooms. The rolling and brooming to continue until the screenings be thoroughly set in asphaltic cement, and this followed by applying three to five pounds of hot (250 degrees Fahrenheit when spread) sand, then rolled and broomed until the sand be absorbed and until the entire surface be smooth and well compacted.

Section 1. This above method was tried in various ways from Station 576 to Station 561+08, using from 0.15 to 0.30 gallons Grade "E" cool, warm and hot surface, followed by application of from 22 to 25 pounds of hot (uncoated) screenings per square yard of surface, spread, broomed and rolled, and this followed by application of hot sand spread, broomed and rolled. Grade "E" asphaltic cement unsatisfactorily sprayed on 576 to 568, and squeegee cart substituted for spray machine.

Section 2. From Station 561+08 to 536+20, from none to 0.25 gallons of Grade "E" on cool and hot surface, spread by using squeegee machine, followed by application of from 9 to 25.6 pounds of hot uncoated and hot coated (plant mix using 1 to 2% Grade "D") rock, which was spread, broomed and rolled, followed by hot sand application, spread, broomed and rolled. In this section, from Station 540+20 to 542+14, the contractor was allowed to make application of non-skid surface in accordance with his views. No Grade "E" seal coat previous to hot coated rock application was used, and on the hot surface of wearing course mix was spread hot coated rock at the rate of 17.6 pounds per square yard, broomed and rolled, followed by a light spray coat of Grade "E", which in turn was followed by application of hot sand, spread, broomed and rolled. A slight modification of this method (elimination of Grade "E" spray coat, and reduction of six-tenths of a pound of hot coated rock per square yard) was finally adopted for use.

Section 3. From Station 536+20 to 528, a mixture of grade "E" and "D" at the rate of 0.18 gallons per square yard was applied on warm surface by squeegee machine, followed by 12.6 pounds per square yard of hot coated rock, spread, broomed and rolled, and this followed by application of hot sand, spread, broomed and rolled. From Station 528 to 510+70 (the end of first section laid) the same application was made, except that all Grade "D" was used.

The surfacing work was then started at Station 444+50, and laid to "close in" at Station 510+70.

It was felt that the "non-skid" surface could be still improved, and from Station 444+50 to 458+70 several methods of application again tried.

Section 4. From Station 444+50 to 452+50 from 0.15 to 0.18 gallons of Grade "D" on cold and warm surfaces applied with squeegee machine, followed by 10 to 12 pounds per square yard of hot coated rock, spread, broomed and rolled, and then 3 to 10 pounds per square yard of hot sand spread, broomed and rolled. From Station 452+50 to 458+70 (and on balance of work on this project) the flush or seal coat eliminated and 12 to 15 pounds of hot coated rock per square yard spread, broomed and rolled, followed by varying amounts of hot sand which was spread, broomed and rolled.

Beginning at Station 454+55 and from that station to "close in" at Station 510+70, the surface of asphaltic mix after raking out the coarser aggregates, pulling in the fine portion of mix and after the first rolling, the bituminous surface next to concrete shoulders was given a light broom coat of hot Grade "D" asphalt. This made an objectionable black strip along this joint, and it was thought that the excess asphalt might eventually effect the permanency of the non-skid.

This bituminous surface broom coating next to concrete shoulders was abandoned after a bituminous pavement sample was cut at edge of concrete and it was found that there was sufficient bond so that slight flakes of concrete showed on the edge of bituminous paving sample.

From Station 458+70 to "close in" at 510+70, and on balance of work, (Station 265+85 to 444+50,) no flush or seal coat applied. A higher sanded mix was being used which gave a relatively "close" mix. The asphaltic cement per batch was, however, increased from 50 pounds to 55 and then to 58 pounds per batch. This amount of increase (6 to 8 pounds per batch) in asphaltic cement was found objectionable, as surface richness showed and the asphaltic cement content was gradually reduced to 50 to 53 pounds per batch. 17 pounds per square yard of hot coated rock was applied, spread and broomed, and rolled in warm surface, followed by 8 pounds of hot sand per square yard, spread, broomed and rolled. 17 pounds of hot coated rock spread, broomed and rolled, followed by 8 pounds of hot sand spread, broomed and rolled, applied on warm or hot surface, was used per square yard throughout balance of job.

Taking the above described methods of non-skid application on sections above described, a brief statement of objections or merits according to results obtained are given.

In sections one, two and three, where Grade "E" flush or seal coat was used, it was found that if applied on hot surface it was apparently rapidly absorbed in the surface mix, acting as a "cut back", which softened the surface and in hot weather caused surface bleeding with the necessary attendant disappearance of non-skid rock under traffic, and resulting in a slick, smooth surface. If applied to cold surface insufficient penetration was obtained, and non-skid rock dislodged under traffic. Where Grade "D" was used for flush or seal coat there was no cutback action, but even a light application of Grade "D" makes a surface sufficiently rich in asphaltic content to soften slightly in hot weather, which, particularly during hot weather, causes the penetration of the non-skid rock and/or flushing up of asphaltic cement to the surface. The eventual disappearance of the non-skid in a "live" pavement under combined weather and heavy traffic, is inevitable, but the non-skid wearing surface that will have the longest life is no doubt the one that is applied on a bituminous mixture having sufficient sand, proper grading of other aggregates and asphaltic cement to make a "close mix" pavement possessing a maximum "inherest stability" consistent with rentention of a "live" pavement. As to the rock applied for non-skid effect, a hot uncoated rock is lacking in adhesive qualities where no flush or seal coat is used. The detrimental effect produced by the use of asphaltic cement of high (or even the same) penetration for seal or flush coat has been given. The hot rock coated with from 1 to 2% of same quality asphaltic cement as used in pavement mix, spread, broomed and rolled on a surface containing sufficient heat so that slight ruts are formed by loaded truck tires, but which through roller manipulation can be smoothed out, seems to result in penetration of rock and adhesiveness required. The amount of rock to be used per square yard for non-skid is evidently open to discussion, but from surface appearance as to grittiness which is essential for a skid proof surface not less than 17 pounds should be used per square yard. With size of rock used on this work, passing a 3/4" round and retained on a 1/2" round screen, the use of 18 to 22 pounds per square yard would give a more uniform and smoother riding pavement, but a somewhat less gritty surface.

ASPHALTIC CONCRETE FINISHING MACHINE. It was specified that a self-propelled spreading, raking and finishing machine be used for bituminous wearing surface course. An "Ord" machine, self propelled with LeRoe 2-cylinder gasoline engine, equipped with spreader, rakes and strike off, was used. This machine cost about $4,200.00 laid down at the plant, which was at the rate of approximately $60.00 per day worked. On June 10th a check on working time of the finishing machine was made. It was found that, based on delivery of bituminous mix at rate of 16 tons per hour, the finishing machine was in operation but 12-1/6 minutes, and idle 1 hour 17-5/6 minutes, out of the 1 hour 30 minute period during which record was kept. It is evident, therefore, that this machine would handle the production from seven mixing and gravel plants of the size used.

The Ord asphaltic finishing machine had a moving screed in front and one in rear, having opposite motions. The lateral distance through which screeds traveled at rate of 71½ strokes per minute, was adjustable. Rake teeth 8" long, six inches center to center, were on two parallel shafts, which shafts were six inches apart. Teeth in one shaft were staggered with the teeth in the other shaft so that rake teeth grooves were about 3 inches apart across the pavement. The number of forward strokes of the two lines of teeth per minute was 35. Flanged wheels ran on flat rails which were laid on the edge of concrete shoulders. The rakes ~~used~~ were used from Station 576 to 510+70, and from 444+50 to approximately Station 508. When at this station it was noticed that the action of the rake teeth seemed to bring the coarser gravel to the surface, leaving exposed surfaces of gravel, which was considered objectionable for non-skid rock application. The non-skid rock lodging on exposed aggregate surfaces would tendto be crushed under roller, or, if non-skid rock was not crushed, the aggregate having exposed surface would be imbedded deeper in wearing course mix, leaving the non-skid thereon without being sufficiently imbedded. Rolling, when non-skid rock rests on exposed surface of aggregate, obviously tends to effect the smoothness.

Rakes were not used from Station 346+35 to 444+50, and from 266+01 to approximately Station 300. Rakes then used from Station 300 to "close in" at end of asphaltic concrete work (Station 346+35).

It was specified that from 30 to 38 percent aggregate passing a 1½" round screen and retained on a 3/4" round screen be used in bituminous wearing course mix. It is obvious that an aggregate of a uniform size sufficient to be retained on a 3/4" round screen, all of which would pass the 1½" round screen, would comply with specified requirements. The larger sizes retained on the 3/4" round screen gradually diminished, and this, no doubt, is the reason why the use of the rake teeth from Station 300 to 346+35 was not objectionable from the standpoint of exposed aggregate surfaces on the surface, as had been found when the use of the rakes were discontinued.

SURFACE SMOOTHNESS OBTAINABLE. It is not difficult, with this machine, to obtain a finished surface within limits specified (1/8" under 10 foot straight edge longitudinally), particularly where wearing course mix thickness is uniform. We found, however, that after obtaining a smooth surface on wearing course, laid, that the rolling with heavy roller of non-skid rock placed on cool or warm mix having coarse aggregates, tends to destroy the smoothness that had been obtained. We found no satisfactory way of checking the non-skid surface for required and desired smoothness. This objection could no doubt be somewhat overcome as follows: First, make (specify) the maximum size of coarse aggregate in wearing course bituminous mixture not more than one-half inch larger than the retained screen size of non-skid rock used. Second, make application of coated non-skid rock on the surface while the surface is sufficiently hot to be slightly rutted under tires, then roll until the non-skid rock is uniformly imbedded to depth desired in wearing course mix and until ruts have been ironed out. Third, apply sufficient non-skid rock (25 to 27 pounds) per square yard of surface to make a one stone thickness mat. If such were to be laid it would no doubt be better to use as uniform a sized non-skid rock as is possible, so as to secure greater adhesiveness which would result from a uniform embedding or penetration of non-skid rock in wearing surface mix. A one stone mat non-skid surface, using 25 to 27 pounds of rock per square yard, would result in a smoother riding surface, but would no doubt be less gritty and therefor somewhat less skid proof than the surface formed by use of less rock.

OTHER EQUIPMENT USED FOR ASPHALTIC PAVING. One twelve-ton three-wheel roller and a five-ton tandem roller were used for compression and surface rolling. Ahead of the asphaltic concrete finishing machine was an asphaltic cement heating tank, equipped with kerosene heating flame and a hand spray pump supplying pressure for a spray. A light spray coat of Grade "D" was made on surface of concrete and fine and coarse binder course layers. The edge of new concrete shoulders next to asphaltic concrete wearing surface course were thinly coated with Grade "D".

GRAVEL SHOULDERS AND GRADING WORK. Following the laying of asphaltic concrete pavement, which was on August 29th, work was started on gravel shoulders and grading. Opening up the gravel shoulder trench was done with a 30 H.P. Caterpillar alternately on Killifer scarifier and 7 ft. Gallion blade grader. As many as eleven light trucks, hauling one and one-half cubic yards of gravel, sand filler or filler, were used. The trucks were loaded at stock piles with a Spearswell Feeder Loader, gasoline engine power,

Rolling of gravel shoulders and gravel shoulder trench was done with tandem five ton roller, after sprinkling with a 1200 gallon capacity tank sprinkler.

Grading work was carried along with gravel shoulder work. Two ten H.P. Caterpillar tractors were used with tumble bugs, and the thirty H.P. Caterpillar was used with the Killifer scarifier and Gallion blade.

Three borrow pits were opened for borrow fill material.

A one-quarter yard dipper, Insley shovel, was used for loading borrow material and for excavating and loading material along road where truck haul was necessary.

Work was completed on this project November 8th. Application for two months extension (from August 31st to October 31st) for completion was made by contractor. This application was accompanied by a letter from bondsmen, consenting to extension.

DETOURS AND TRAFFIC. The detours used were over County roads which, previous to the transformation, of the past few years, of gravel or macadam to hard surfaced roads, would have been considered excellent, were a source of complaint from the users. Approximately nine miles were oiled as a dust preventative with a light road oil. The State Highway Commission purchased the oil, and the Jackson County road crew furnished labor and equipment for applying the oil. Due partly to weather conditions and partly to the fact that a too light road oil was used, considering the surfacing condition of the detours, and further in part to the fact that the detour roads had to be used much longer than expected because of the seeming inability of contractor to make his scheduled progress, the oiling was but a temporary relief. It became necessary to use a blade and scarifying machine and a water truck in an attempt to keep a good surface. The road was originally constructed of very large size gravel and rock, and the fine gravel or rock covering very light, so that the scarifying process in an attempt to eliminate ravel spots was very objectionable.

Detour points were at northerly end of project, at Station 534, at Station 444+50, at 346+50, and about three quarters of a mile south of the south end of project.

The Flagmen for detouring through traffic were furnished by the State, and the detouring continued during the laying and curing of the concrete shoulders, which was later thrown open to traffic after having placed painted warning signs and flares. While laying the asphaltic concrete pavement, the through traffic was detoured only during working hours of the paving crew, and the road opened for use until the next days work.

The delayed progress in paving made it necessary or advisable to carry on paving operations from 5:00 A.M. to 1:00 P.M., and allow the use of the highway for trucking pears and fruit from orchards to fruit packing plants or to market. The early morning shift commenced August 7th at Station 418+20, and continued to "close in" of paving at Station 444+50; also from Station 265+85 to "close in" at Station 346+35, which finished the asphaltic concrete work, August 29th.

The traffic count at points during certain hours on several days was as follows: Thursday, May 15th, at detour point 3/4 mile south of south end of project, from 8:00 A.M. to 4:00 P.M., 840; Monday, July 28th, detour point at Phoenix, 6:00 A.M. to 4:00 P.M., 1,448; Wednesday, July 30th, at detour point, Station 444+50, 6:00 A.M. to 6:00 P.M., 2,415; Thursday, July 31st, at detour point at Phoenix, 6:00 A.M. to 6:00 P.M., 1,765; Friday, August 1st, Station 444+50, 6:00 A.M. to 6:00 P.M., 2,147; Saturday, August 2d, at Station [illegible], 6:00 A.M. to 6:00 P.M., 3,011; Friday, August 8th, at Station 444+50, from [illegible] to 2:00 P.M., 1,384; Monday, August 11th, at Station 444+50, from 4:00 A.M. [illegible] P.M., 2,173, and on Tuesday, August 12th, at Station 444+50, from 4:00 A.M. to 2:00 P.M., 1,752.

Jno. H. Neef

Jno. H. Neef,
Resident Engineer on Construction.

JHN-g'

#1125

PR 1579

October 24, 1931

Fidelity & Guaranty Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed by Hodges & Coy, Attorneys, on behalf of the Associated Oil Company for materials furnished in the sum of $1085.17 in connection with the paving of the Medford-Phoenix Section of the Pacific Highway, the contract for which was awarded to L. O. Herrold.

This information is furnished you since you appear as surety on the bond furnished by Mr. Herrold in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc L. O. Herrold
Electric Apartments
Salem, Oregon

October 24, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: William Esch

Dear Sir:

This is to acknowledge receipt of your letter of the 23rd instant in which you inclose three copies of the notice of claim which has been filed in your office by the Associated Oil Company for materials furnished in the sum of $1085.17 in connection with the contract awarded to L. O. Herrold for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 23, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Messrs. Hodges & Gay, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by the Associated Oil Company for materials furnished in the sum of $1085.17 against the bond taken from L. O. Herrold, principal, and Fidelity and Guaranty Company, of Maryland, surety, for work on the Medford-Phoenix section of the Pacific Highway in Jackson County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

TO: OREGON STATE HIGHWAY COMMISSION, SALEM, OREGON.

Notice is hereby given that the undersigned, Associated Oil Company, a corporation, has a claim for materials furnished in the sum of Ten Hundred Eighty-five and 17/100 ($1085.17) Dollars against the bond taken from L. O. Herrold, Principal, and Fidelity and Deposit Company of Maryland, a corporation, surety upon such bond, for the work of paving the Medford-Phoenix Section of the Pacific Highway in Jackson County Oregon.

ASSOCIATED OIL COMPANY, a corporation.

BY W. V. WOODIN

STATE OF OREGON)
County of Multnomah,) ss.

I, W. V. Woodin, being first duly sworn, say that I am the Credit Manager of the Associated Oil Company, a corporation, for its Northern Division, which comprises, among other States, Oregon. That I have read the foregoing claim, know its contents and that the same is true as I verily believe.

W. V. WOODIN

Subscribed and sworn to before me this 22 day of October, 1931.

(SEAL)

CHARLES M. HODGES
Notary Public for Oregon.

My Commission expires 11-15-32

Endorsed: File No. 1025
Filed October 23, 1931
HAL E. HOSS,
Secretary of State.

#1125

PR 157a

October 23, 1931

Fidelity & Deposit Company,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on October 21, 1931, in the office of the Secretary of State, by Standard Oil Company of California, against L. O. Herrold for goods, wares and merchandise furnished him in connection with the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125.

This is for your information as you appear as surety on Mr. Herrold's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC L. O. Herrold,
Salem, Oregon

October 23, 1931

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

This will acknowledge receipt of your letter of October 21, enclosing copies of notice of claim filed by Standard Oil Company of California against L. O. Herrold for goods, wares and merchandise furnished him in the sum of $4,046.70, in connection with the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway Contract No. 1125.

We are today forwarding a copy of the notice to the contractor, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Messrs. Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by the Standard Oil Company of California for materials furnished in the sum of $4,046.70 against the bond taken from L. O. Herrold, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Medford-Phoenix Section of the Pacific Highway in Jackson County, State Highway contract No. 1125.

We are enclosing herewith for your information and files, a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

EL:HM
enc.

TO THE STATE OF OREGON and to

HON. HAL E. HOSS, Secretary of the State of Oregon:

NOTICE IS HEREBY GIVEN, that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, a corporation, has a claim for goods, wares and merchandise in the sum of Four Thousand Forty Six and 70/100 ($4,046.70) Dollars against the bond taken from L. O. Herrold, principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, surety, for the work of improving the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, State Highway Commission No. 1125.

Dated October 16th, 1931.

STANDARD OIL COMPANY OF CALIFORNIA

By A. P. JOHNSON

District Manager, Medford, Ore.

Endorsed: File No. 1020
Filed October 21, 1931
HAL E. HOSS,
Secretary of State.

#112

PR 1579

October 22, 1931

Hodges & Gay, Lawyer
523 Failing Building
Portland, Oregon

Attention: Mr. Hodges

Gentlemen:

Reference is made to your letter of the 21st instant stating that you had received a certified copy of the contract awarded to L. O. Herrold but that you had not received the certified copy of the bond.

The bond is a part of the contract form. If you will look in the back of the contract sent you, you will find this bond, which is made a part of the book. If you will carefully read the certificate you will find that reference is made to both the contract and the bond and the whole thereof.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

#112

ATWATER 8272

HODGES & GAY
LAWYERS
523-4-5-6 FAILING BUILDING
PORTLAND, OREGON

Oct. 21, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: L. O. HERROLD, Contract.

We acknowledge receipt of your favor of the 16th, to which was attached certified copy of the contract. However, you will notice that the statute not only contemplates, but that we also asked for a certified copy of the bond. This did not arrive and we assume that you overlooked it, for the reason that no mention is made in your letter. Will you therefore kindly let us have a certified copy of the bond as well?

Yours very truly,

HODGES & GAY

CMH:B

ANSWERED
H. B. G.

#112
[illegible]
PR1579

October 16, 1931

Hodges & Cay, Lawyers
523-4-5-6 Failing Building
Portland, Oregon

Attention: Charles M. Hodges

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 15th instant inclosing an affidavit for the securing of a certified copy of the contract awarded by the State Highway Commission to L. O. Herrold for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, which affidavit is signed by Eric M. Tainter for the Associated Oil Company, which furnished petroleum products for this work.

A certified copy of the contract requested is attached hereto.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

October 16, 1931

Fidelity & Deposit Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of an affidavit of claim which has been received in this office, which claim is signed by Eric M. Tainter for the Associated Oil Company in connection with that company's claim against L. O. Herrold to whom the State Highway Commission awarded the contract for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, state highway contract No. 1125.

This information is given you since you appear as surety on the bond furnished by Mr. Herrold in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc L. O. Herrold
Electric Apartments
Salem, Oregon

HARLES M. HODGES
JAMES S. GAY, Jr.

ATWATER 8272

HODGES & GAY
LAWYERS
823-4-5-6 FAILING BUILDING
PORTLAND, OREGON

Oct. 15, 1931

RECEIVED
OCT 16 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: RE: L: O: HERROLD, Contract.

During the year 1930 L: O. Herrold had a contract with the Oregon State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, and the Associated Oil Company furnished him with materials for use in his paving work. Mr. Herrold never paid for the materials.

In accordance with the law relating to contractors on public work, we have had an affidavit prepared covering such materials, to which a statement of the account is attached, and the same is herewith enclosed. Please send us a certified copy of Mr. Herrold's contract and bond so that we may do the other things necessary to bring an action upon such bond. This we have already been notified will be necessary.

Thanking you in advance, and trusting to receive the same by return mail, we are,

Very truly yours,

HODGES & GAY

By CMH

CMH:H

ANSWERED
H. B. G.

STATE OF OREGON)
) ss.
County of Multnomah,)

I, ERICK M. TAINTER, being first duly sworn, say that I am Assistant Credit Manager of the Associated Oil Company, a corporation, for its Northern Division, which comprises, among other states, Oregon.

That L. O. Herrold, during the year 1930, had a contract with and executed a bond to the Oregon State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon, and that the work in connection with the paving of said Medford-Phoenix Section of the Pacific Highway was done by and prosecuted under the direction of said L. O. Herrold.

That while said L. O. Herrold was performing his contract with the Oregon State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway he purchased from the Associated Oil Company, and the Associated Oil Company supplied, sold and delivered to said L. O. Herrold 5859 gallons of gasoline, kerosene, cycol and graphite, which was and is reasonably worth the sum of $1085.17, a statement of which account is hereunto annexed, marked Exhibit "A", and made a part hereof, the same as if incorporated herein, and which materials therein specified were used by the said L. O. Herrold for the prosecution of the work under his contract in connection with the paving of the Medford-Phoenix Section of the Pacific Highway.

That payment for the same has not been made, and that the same remains wholly unpaid.

The Associated Oil Company, a corporation, by this affidavit, hereby makes application for a certified copy of the contract and bond of said L. O. Herrold with the Oregon State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, Oregon.

Eric M Tainter

Subscribed and sworn to before me this 15 day of October, 1931.

Charles M Hodges
Notary Public for Oregon.

My Commission expires Nov. 15, 1932.

PRODUCERS

SALES DEPARTMENT

GASOLINE

AGENCY Medford, Oregon. DATE February 18th 1931

SM-9-29

L. O. Herrold

Medford, Oregon.

FOR CUSTOMER'S USE

REQ'N. NO. ____
PRICE ____
TERMS ____
F. O. B. ____
ACCOUNT ____
APPROVAL ____
TRANSP'N. ____
RECEIVAL ____
CALCULATIONS ____
AUDITED ____

DELIVERED FROM ____ SOLD F. O. B. ____
SHIPPED TO ____ VIA ____
CUSTOMER'S ORDER NO. ____ FREIGHT—PREPAID: ____ COLLECT: ____

NOTICE—BARRELS AND DRUMS ARE FOR TRANSPORTATION PURPOSES ONLY, AND ARE NOT TO BE USED FOR STORAGE. IF NOT RETURNED WITHIN THIRTY DAYS IN GOOD CONDITION, INVOICE WILL BE RENDERED TO COVER.

THIS INVOICE INCLUDES THE STATE LICENSE OR SALES TAX ON MOTOR VEHICLE FUEL OF THE STATE IN WHICH SALE IS MADE, BUT IS NOT GOOD TO SUPPORT CLAIM AGAINST STATE FOR REFUND OF TAX, AS AN ORIGINAL INVOICE HAS ALREADY BEEN RENDERED.

EXHIBIT "A"

DATE	TICKET NO. OR CAR NO.	ITEMS	QUANTITY	PRICE	AMOUNT	TOTAL
		Over Payment on account				.05 Cr
8/23/30	331347	Gasoline	210	18½	38.85	38.80
8/26/30	328357	"	160	18½	29.60	68.40
8/27/30	328365	"	170	18½	31.45	99.85
"	191125	Kerosene	50	19½	9.75	109.60
"	190914	Cycol Special Heavy	10	55½	5.55	115.15
8/28/30	331557	Gasoline	100	18½	18.50	133.65
8/29/30	328373	"	170	18½	31.45	165.10
"	190916	Kerosene	70	19½	13.65	178.75
8/30/30	328385	Gasoline	170	18½	31.45	210.20
9/2/30	328399	"	150	18½	27.75	237.95
9/3/30	331611	"	60	18½	11.10	249.05
331622	9/4/30	"	70	18½	12.95	262.00
9/6/30	331652	"	90	18½	16.65	278.65
331655	9/6/30	"	25	18½	4.63	283.28
9/8/30	331385	"	10	18½	1.85	285.13
9/12/30	328621	"	250	18½	46.25	331.38
9/12/30	305504	Kerosene	20	19½	3.90	335.28
9/14/30	305472	"	60	19½	11.70	346.98
9/18/30	328597	Gasoline	280	18½	51.80	398.78
9/20/30	305490	Kerosene	35	19½	6.83	405.61
9/22/30	328789	Gasoline	260	18½	48.10	453.71
9/25/30	328860	"	150	18½	27.75	481.46
9/29/30	328892	"	190	18½	35.15	516.61
"	305598	Kerosene	45	19½	8.78	525.39
10/1/30	327907	Gasoline	230	18½	42.55	567.94
10/3/30	328924	"	130	18½	24.05	591.99
10/6/30	329055	"	300	18½	55.50	647.49
"	305638	Kerosene	40	19½	7.80	655.29
10/8/30	328944	Gasoline	230	18½	42.55	697.84
"	305555	Avon Graphite #3	35	10	3.50	701.34
10/10/30	329106	Gasoline	240	18½	44.40	745.74
10/11/30	329118	"	220	18½	40.70	786.44
10/14/30	329128	"	180	18½	33.30	819.74

CYCOL
MOTOR OILS GREASES

IF AN ERROR IS FOUND IN THIS INVOICE, DO NOT VOUCHER, BUT RETURN TO ASSOCIATED OIL COMPANY, FOR CORRECTION.

SALES DEPARTMENT

AGENCY Medford, Oregon. DATE February 16th 1931

SM-9-29

L.O. Herrold

Medford, Oregon.

FOR CUSTOMER'S USE

REQ'N. NO.

PRICE

TERMS

F.O.B.

ACCOUNT

APPROVAL

TRANSP'N.

RECEIVAL

CALCULATIONS

AUDITED

DELIVERED FROM

SOLD F.O.B.

SHIPPED TO

VIA

CUSTOMER'S ORDER NO.

FREIGHT—PREPAID: COLLECT:

NOTICE—BARRELS AND DRUMS ARE FOR TRANSPORTATION PURPOSES ONLY, AND ARE NOT TO BE USED FOR STORAGE. IF NOT RETURNED WITHIN THIRTY DAYS IN GOOD CONDITION, INVOICE WILL BE RENDERED TO COVER.

THIS INVOICE INCLUDES THE STATE LICENSE OR SALES TAX ON MOTOR VEHICLE FUEL OF THE STATE IN WHICH SALE IS MADE, BUT IS NOT GOOD TO SUPPORT CLAIM AGAINST STATE FOR REFUND OF TAX, AS AN ORIGINAL INVOICE HAS ALREADY BEEN RENDERED.

DATE	TICKET NO. OR CAR NO.	ITEMS	QUANTITY	PRICE	AMOUNT	TOTAL
		Bal Brot Forward				819.74
10/16/30	329140	Gasoline	200	18½	37.00	856.74
10/18/30	329204	"	150	18½	27.75	884.49
"	305225	Kerosene	45	19½	8.78	893.27
10/25/30	329243	Gasoline	220	18½	40.70	933.97
10/28/30	598301	Gasoline	190	18½	35.15	969.12
10/28/30	305695	Kerosene	35	19½	6.83	975.95
11/1/30	329566	Gasoline	100	18½	18.50	994.45
11/1/30	321197	Graphite Grease No. 3	20	12	2.40	996.85
11/1/30	321197	Gearlac Summer Grade	10	12½	1.25	998.10
11/4/30	598329	Gasoline	150	18½	27.75	1,025.85
11/4/30	321208	Kerosene	30	19½	5.85	1,031.70
11/8/30	329861	Gasoline	150	18½	27.75	1,059,45
11/20/30	329656	Gasoline	9	18½	1.67	1,061.12
8/25/30	331348	Gasoline	130	18½	24.05	1,085.17

CYCOL

IF AN ERROR IS FOUND IN THIS INVOICE, DO NOT VOUCHER, BUT RETURN TO ASSOCIATED OIL COMPANY, FOR CORRECTION.

PR1579

October 15, 1931

Day, Hampson & Nelson,
Attorneys at Law,
Pacific Building,
Portland, Oregon.

Gentlemen:

We are in receipt of your letter of October 14th, regarding the contract of L. O. Herrold of Salem, Oregon.

The contract awarded to Mr. Herrold by the State Highway Commission was for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, and is State Highway Contract No. 1125.

The bond furnished by the contractor in connection with this project was written by the Fidelity & Deposit Company of Maryland, for whom R. E. Pinney is agent, with offices in the Failing Building, Portland, Oregon.

The work in connection with this contract was completed on November 8, 1930, which date is also considered as the date of acceptance by the Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ON
ELSON
ARRENS
ENCE J YOUNG
ANDREW KOERNER
HERBERT L. SWETT

W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

October 14, 1931.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We understand that you had a contract with L. O. Herrold for the improvement of the Pacific Highway between Medford and Phoenix in Jackson County.

Will you please give us the correct name of the contractor, the description of the work covered by the contract and the name of the surety on the contractor's bond, also the date this work was accepted by you.

Thanking you for this information, we are

Very truly yours,

Dey, Hampson Nelson

17/24

RECEIVED
OCT 15 1931

pr 1579

October 15, 1931

Mr. Allan G. Carson
Attorney at Law
U. S. Bank Building
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of the affidavit of claim of George V. Miller against L. O. Herrold Paving Company in which Mr. Miller claims there is due him the sum of $766.00 from Mr. Herrold for services rendered in connection with the contract awarded him for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, state highway contract No. 1125.

I am today calling this matter to the attention of Mr. Herrold and the surety on his bond, which in this instance is the Fidelity & Deposit Company of Maryland, R. E. Pinney, Agent, Failing Building, Portland, Oregon.

A certified copy of the above mentioned contract was handed to you in person yesterday, October 14, 1931.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW

October 15, 1931

Fidelity & Deposit Company of Maryland
R. E. Pinney, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of an affidavit of claim that has been filed in this office by Gerege V. Miller, in which Mr. Miller claims that there is due him from L. O. Herrold the sum of $766.00 for services rendered in connection with the contract awarded Mr. Herrold by the State Highway Commission for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, state highway contract No. 1125.

This information is given you as you appear as surety on the bond furnished by Mr. Herrold in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
Inc.

cc L. O. Herrold
Electric Apartments
Salem, Oregon

STATE OF OREGON,)
(ss.
County of Marion.)

AFFIDAVIT UNDER SECTION 67-1101, OREGON CODE, 1930, AS AMENDED BY CHAPTER 280, OREGON LAWS, 1931.

I, the undersigned, GEORGE V. MILLER, being first duly sworn, do on oath depose and say: That on and between the fifth day of June, 1930, and the twenty-ninth day of October, 1930, I rendered and performed for L. O. HERROLD PAVING COMPANY, a corporation, 268 hours of overtime labor of the reasonable value of $402.00 and on and between the first day of April, 1930, and the twenty-ninth day of October, 1930, I leased and let to said corporation, and said corporation hired and took from me, one certain Ford roadster with "pickup" body for a period of 182 days, which said use of said car was of the reasonable value of $364.00, all of which were for, and were used in, the prosecution of certain work then being performed on the Medford-Phoenix Highway in Jackson County in said state by said corporation under and pursuant to the terms and provisions of a certain contract theretofore entered into between said corporation and the State Highway Commission of said state; that no part of said sums has been paid; and that there now is due, owing and unpaid from and by said corporation to me for said work, labor and services and said use of said car the full and just sum of $766.00.

George V. Miller

Subscribed and sworn to before me this fourteenth day of October, 1931.

NOTARY PUBLIC FOR OREGON.

My commission expires October 7, 1934.

pR157a #1125
15PE

June 20, 1931

Beaver Portland Cement Company,
Lumbermens Building,
Portland, Oregon.

Attention: Buell C. Nelson.

Gentlemen:

In response to your inquiry of June 19th we wish to advise that the L. O. Herrold contract No. 1125 - Medford-Phoenix Section of the Pacific Highway in Jackson County, was completed on November 8th, 1930.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1125

BEAVER PORTLAND CEMENT CO.
MAIN OFFICE, PORTLAND, OREGON.
PLANT, GOLD HILL, OREGON.

PORTLAND, OREGON

June 19th, 1931

RECEIVED
JUN 20 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you kindly advise us what was the completion date of the Medford-Phoenix section of the Pacific Highway; this job having been awarded to Mr. L. O. Herrold in October, 1929.

Yours very truly,

BEAVER PORTLAND CEMENT CO.

By Buell C. Nelson
Asst. Secy.

BCN/DM

#1125
15PE

April 21, 1931 PR1570

Standard Oil Company of California,
Portland, Oregon.

Attention: F. M. Ewing.

Gentlemen:

Receipt is acknowledged of your letter of April 20th concerning the L. O. Herrold contract No. 1125 - Medford-Phoenix Section of the Pacific Highway in Jackson County.

Please be advised that this contract was completed on November 8th, 1930 and final payment has been made.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
C. A. PERKINS
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.
April 20, 1931

L. O. Herrold State Highway
Contract #1125

State Highway Commission of Oregon
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

This company furnished petroleum products that were used in connection with Mr. Herrold's contract #1125 with the State Highway Commission.

We are interested in knowing the amount of the retained money on this job, as well as the date on which the job was officially accepted by the State.

For your convenience in replying, a stamped, addressed envelope is enclosed.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By T M Ewing

CDE:HB

PR157a

February 13, 1931

Associated Oil Company
866-78 Pittock Block
Portland, Oregon

Attention: R. A. Lindquist
District Credit Manager

Gentlemen:

Replying to your inquiry of the 7th instant concerning a contract awarded to L. O Herrold for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, wish to say that this contract was completed by Mr. Herrold on November 8, 1930 and final payment has been made.

In connection with this work Mr. Herrold furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered to you for your protection. It was written by the Fidelity & Deposit Co. of Maryland for whom R. E. Pinney is resident agent, with offices in the Failing Building, Portland. I would suggest that you take the matter up with the bonding company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

#1125

This contract was completed on Nov, 8th, 1930
and final payment has been made.

Surety is: Fidelity & Deposit Co. of Maryland,
R. E. Pinney, Agt. Failing Bldg. Portlan

Total amount paid was $118,651.75 -

MPANY

Re: L.O. Herrold Co.
Medford, Oregon

Dear Sir:

We would be pleased to have an expression anent status to date of road contract #1125 which we understand was let to subject company in 1930. The object of this inquiry is to confirm information to hand that the work in connection with contract has been completed. We have a claim against the subject activity for materials furnished on this job and of course are anxious to know whether or not the Herrold Company have been paid off.

As we are not entirely clear on what to do about our claim, we would appreciate an expression anent what course is open to us to take, whether or not the Herrold Co. has been paid off by the State of Oregon.

We will gladly reciprocate your favor on any occasion for which kindly accept our thanks.

Yours very truly,

ASSOCIATED OIL COMPANY

R. A. Lindquist

RAL:MB

District Credit Manager

ANSWERED
H. B. G.

#1125

ASSOCIATED OIL COMPANY

DISTRICT OFFICE:
866-78 PITTOCK BLOCK

CREDIT DEPARTMENT

PORTLAND, OREGON

February 7, 1931

State Highway Commissioner
Salem, Oregon

Re: L.C. Herrold Co.
Medford, Oregon

Dear Sir:

We would be pleased to have an expression anent status to date of road contract #1125 which we understand was let to subject company in 1930. The object of this inquiry is to confirm information to hand that the work in connection with contract has been completed. We have a claim against the subject activity for materials furnished on this job and of course are anxious to know whether or not the Herrold Company have been paid off.

As we are not entirely clear on what to do about our claim, we would appreciate an expression anent what course is open to us to take, whether or not the Herrold Co. has been paid off by the State of Oregon.

We will gladly reciprocate your favor on any occasion for which kindly accept our thanks.

Yours very truly,

ASSOCIATED OIL COMPANY

R A Lindquist

District Credit Manager

RAL:MB

ANSWERED
H. B. G.

FORM 5-A-1 5-12050 1500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

#1125

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR157a

OREGON STATE HIGHWAY COMMISSION
SALEM

January 16, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

L. O. Herrold
Electric Apts.
Salem, Oregon.

Dear Sir:

I am herewith enclosing for your signature our semi final voucher in your favor for $2,018.08 on Contract 1125.

The other day, as you will remember, you signed a blank assignment in favor of the First National Bank at Medford for the final payment. As there would be some little delay in checking the final note and as work has been done since, the office engineering department has sent through this semi final voucher. I take it for granted that you desire the assignment to apply on this estimate and if so, it will be in order upon your signing the voucher back in the usual manner and upon our receiving the written consent of the surety company to the assignment. To date I have no record of this having come in either for the semi or final payment. Also, at the time please advise whether or not you wish to assign the final payment as well when it is ready.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
cc James McFarland, Office.

Enc.

Form 39—E-16702—3M—5-30.

NOTED
State Highway Engineer

O[illegible] STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date January 3, 1931

Job name Medford, - Phoenix
Paving

Week from Dec. 28th to Jan. 3rd

Mail address 210 First Nat'l Bank Bldg.
Medford, Oregon

Highway Pacific

Telegraph or telephone address " "

County Jackson Job prefix 15 PE

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This week on final estimate data, (mass diagram, profile, and notes).

Sent by express to Salem, this date, two books of cross-section notes and set of platted cross-sections.

Will complete final estimate latter part of next week.

JAN 5 1931

SHP

(See back of this sheet for instructions and detailed information.)

Signed

Title Resident Eng'r. on Constr.

GRADING CONST[illegible]N

Total miles of grading in project 5.87
Miles completed 5.87
Miles completed except finishing 5.87
Total cubic yards in project 17,000
Cubic yards moved to date 18,000
Miles covered by contractor's forces ------
Miles cross-sectioned 5.87
Miles cross-sections completed and checked 5.87
Miles to be remeasured -----
Number men in Engineering Party 6
Contractor's average force for week ----- *men,*
------ *teams,* ------ *steam shovels*
Grading work [illegible] *completed about* Nov. 8, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project
Miles completed
Miles partially done
Total cubic yards in project
Cubic yards produced to date
Average daily yardage produced this week
Average daily yardage necessary to complete on time
Contractor's average force for week .... *men,*
.... *teams,* .... *trucks*
Project will be completed about
Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of s[illegible]*on to be surveyed*
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 5.8718
Miles paving completed 5.8718
Total square yards in project Conc. 13779.11
Bit. 55168.57
Square yards completed to date All
Average daily square yards this week
Miles shoulders completed both sides All
Contractor's average force for week .... *men,*
.... *teams,* .... *trucks*
Job will [illegible]*pleted about* Nov. 8, 1930
Number men in Engineering Party 6

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 15 PE *Percentage* 33%
2. 17 DA *Percentage* 67%
3. *Percentage*
4. *Percentage*

PR1570

December 1, 1930.

Mr. John H. Neef,
Resident Engineer,
Oregon State Highway Dept.,
First National Bank,
Medford, Oregon.

Dear Sir:

As recommended in your letter of November 29th, we are putting through a pay voucher releasing down to three per cent the retained percentage in connection with the L. O. Herrold contract for the paving of the Medford-Phoenix Section.

With reference to your statement that planimeters are being used to measure some of the excavation areas, we wish to inform you that planimeter areas are no longer accepted as sufficiently accurate to be used as a basis for final estimate payments. Please, therefore, arrange to make mathematical computation of all cross-section areas.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

cc to W. L. Chandler

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Medford, Oregon.
November 29th 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Mr. L. O. Herrold, Contractor on the Medford-Phoenix Section of the Pacific Highway in Jackson County, Contract No. 1125, has been in this office two or three times to ascertain when the Final Estimate on Job 15PE would be ready to send in.

The final excavation, truck haul and overhaul quantities will not be completed for about two weeks.

Our delay in getting the final quantities, noted above, isbbecause of the fact that our finished roadbed section when platted on our cross sections results in many and small cut and fill areas. In checking these it was found (as noted in Weekly Report of Nov. 15th) that the areas determined by planimeter were from 15% to 25% in error on smaller areas and 5% to 15% on larger areas.

We therefor deemed it advisable and necessary to compute the smaller cut areas as well as the small fill areas and use planimeter on areas of large size.

A random section taken at Sta. 439+ 50 of our cross sections shows 4 separate small areas (two on each side of center line) in cut and 2 small areas (one on each side of center line) in fill. The Total of cut areas in this section amounts to 28 sq.ft. (one-13.8, two-2 and one 10.5) while the fill areas total 7.1 sq.ft. (one 2.6 and one 4.5).

The above explanation is is made because of the fact that it is taking more time to obtain the final grading quantities than was expected.

There would still be retained in addition to the three per cent on the above about $1700 for work done to completion since date of Estimate No. 7 and Force Account bills amounting to $460.31.

Very truly yours,

Jno. H. Neff
Resident Engineer.

JHN/N
cc- W.E.Chandler.

I recommend that the contractor be allowed 97% of the total value of completed work as shown on Estimate No. 7.

Jno. H. Neff
Resident Engineer.

Form 39—E-16702—3M—5-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date November 15th, 1930

Job name Medford-Phoenix
Paving

Highway Pacific

County Jackson Job prefix 15PE

Week from Nov. 9th to Nov.15th

Mail address 210 First Nat'l Bank Bldg, Medford, Oregon.

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No further activities by contractors crew as work practically completed.

Engineering crew, consisting of John Baker, Transitman, Kenneth Boardman, Chainman, Don Soper, Inspector and self in office on final estimate quantities. Self (J.H.Neef) confined to home Wednesday and Thursday of this week.

We estimate that it will take about four weeks to get the final estimate in. This length of time required because of the fact that platted cross sections of roadbed, conforming with paving grade laid results in areas of sections so small that the error made in using Polar Planimeter amounts to from 15 to 25 per cent on small areas and 5 to 15 per cent on larger areas. Small areas predominate and necessary to compute them.

The contractor spread his grading work, not finishing until the last thing, and the office work on grad[illegible] construction could not be undertaken until roadbed section completed.

NOV [illegible] 1930

(See back of this sheet for instructions and detailed information.)

Signed Jno. H. Neef

Title Resident Engineer

[illegible] last night [illegible] working on that.

FORM S-A-1 D-14793 3000 12-29

COMMISSIONERS .... PR 1576

GRADING CON RU ON

Total miles of grading in project 5.8718

Miles completed "

Miles completed except finishing ....

Total cubic yards in project 17000 (subject to final)

Cubic yards moved to date "

Miles covered by contractor's forces ....

Miles cross-sectioned none

Miles cross-sections completed and checked one. (1¾ platted)

Miles to be remeasured One

Number men in Engineering Party 4

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 5.8718

Miles paving completed "

Total square yards in project 55168.57

Square yards completed to date "

Average daily square yards this week ....

Miles shoulders completed both sides 5.8178

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party 4

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 15PE *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM S-A-1 S-14785 5000 12-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
~~[illegible]~~
M.A.Lynch, Redmond, Or.

PR 157a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
Medford, Oregon.

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

August 7. 1930.

L.O.Herrold, Contractor,
Medford, Oregon.

You are hereby notified to cease laying Asphaltic Concrete pavement on the Medford-Phoenix Section of the Pacific Highway in Jackson County under your Contract No.1125 with the Oregon State Highway Commission, Federal Aid Project 157-A, for the following reasons:

Leaky Pug Mixer dump slide causing dust and fine sand coating on batches dumped in trucks and/or on bottom of truck bed and/ or gobs of Asphaltic Cement to leak through on batches dumped in trucks and/ or on bottom of truck bed.

Failure of Contractor to remedy defect, which defect, due to a flat spot on slide roll and consequent failure of said roll to function makes the above condition of leakage more aggravated.

Continuance of operations under the above contract is to proceed only when said defect is corrected.

Signed G.G. Kennen
Plant Inspector
Oregon State Highway Commission.

Signed Jno. H. Neal
Resident Engineer on Construction
Oregon State Highway Commission.

cc/ Roy A.Klein, State Highway Engineer. ✓
cc/ Wm.E.Chandler, Division Engineer.

10 AM. 8/11/30
[illegible] taken
[illegible]
[illegible] to five [illegible].
[illegible]

FORM S-A-1 D-14793 5000 12-28

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

14157a

NOTED
State Highway Engineer

July 1, 1930.

IN REPLY PLEASE
REFER TO FILE NO

Mr. A. R. Hoelting,
General Manager,
Rogue River Company,
Medford, Ore.

Dear Sir:

Your communication of June 24th, addressed to the Oregon State Highway commission with regard to the progress on the resurfacing between Medford and Phoenix, has been referred to me for answer.

Unfortunately there has never been a satisfactory method devised wherein pavement can be laid and traffic carried at the same time, unless a very wide surface is being constructed, but I feel sure that when this job is completed that you, as well as the other tax payers in Jackson County will be more than pleased at the results secured. The grade line was laid very carefully for the construction of the concrete shoulders, so as to eliminate the waves in the old pavement and to increase the superelevation on the curves, and the contractor using a finishing machine which is giving a smoother job of asphaltic concrete pavement than we have yet secured in this state.

The only fault with regard to this work is the progress, the contractor has a Standard Paving Plant such as has been used for years in the Northwest. The progress that he is making is about average for the type of Plant he has. The amount of material that the contractor could handle has been controlled in the past, not by the mixing at the plant, but by the speed by which it could be spread and raked on the road surface. However, some years ago experiments were made with a finishing machine in California under which condition they found that this machine could spread and rake in place much more material than was possible with hand labor.

We specified this type of machine on this work so as to determine for ourselves the type of work that it would perform and the amount of material it would handle. This machine has been in the experimental stage for the past three or four years but it has been constantly improved and the contractor now has the latest equipment that has been devised. There is no question but what it will revolutionize the black paving industry and permit the completion of jobs in from one-quarter to one-third the time required under the old methods.

However, progress of this kind will require a much larger plant than exists in the State of Oregon, and the expenditure of more money than this small job at Medford would justify. The contractor is able to put out from 160 to 200 tons with his present plant, whereas the machine will take care of from 600 to 1,000 tons per day. We will be in a position on our next work of this kind to let a larger contract which would justify the installation of a larger plant insuring the completion of work of this kind in a much shorter time. However, we wish to give this machine a thorough trial to determine the class of pavement it will build, before we vouch for it on a larger program of this character. I am sure that you will appreciate our position in this matter.

However, we realize our position in this matter and have issued instructions to the contractor to work longer hours to the end that he completes the job as soon as possible. Furthermore, we will endeavor to keep the detours in as good condition as possible. However, I do not think it will be possible to complete the paving before the 15th of August. In the meantime we will take steps to strengthen the bridges on the detours and to put on additional sprinkling and blading equipment so as to keep the detour road smooth in order that you and others may haul your fruit to market with the least injury, ~~possible~~, and will also arrange to shorten the detour as the work progresses by using as much as possible of the pavement already built.

I have asked Mr. W.E. Chandler, the Division Engineer at Grants Pass to keep closely in touch with this situation and will appreciate your communicating with him should you desire further information or have any further suggestions to offer in regard to this matter. X

The problem of rebuilding old pavements is much harder than original construction because of the difficulty of handling the tremendous traffic that the pavements now carry. We are trying to let our work in such manner so as to secure as cheap bids as possible, at the same time build a satisfactory road and give as little inconvenience to traffic as we can. I knoq you realize that this is a hard problem. From our experience with the Medford Paving Project, it is evident that we can expedite work of this character by constructing our paving in longer units, permitting the installation of larger plants.

Yours very truly,

R. A. KLEIN,
STATE HIGHWAY ENGINEER.

By R H Baldock

R. H. Baldock,
Maintenance Engineer.

CC to

C.E. Gates,
-3 R. A. Klein ✓
W. E. Chandler.

Have requested contractor to double shift plant so may complete by Aug 10th
RHB

RGB-h

FORM 9-A-1 D-14769 5000 12-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PK 157a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAY 22 1930
OREGON
STATE HIGHWAY COMMISSION

May 21st
1930

Mr. E. L. King, Superintendent
Southern Pacific Company
Portland, Oregon.

Dear Sir:-

Copy of your letter to County Judge Sparrow of Jackson County, dated May 15th, 1930, has been forwarded to this office by State Highway Engineer Roy A. Klein. Wish to advise that when the detouring first started on this side road at Phoenix there were no advance warning signs, but they were put up immediately, and have now been up for some time.

At the present moment however, this section of the road is not being used as a detour, but it is possible that it will be used again before the paving operation is completed. In addition to warning signs we will also place a red bulls eye on these signs to further call attention to the highway crossing.

Yours truly,

Division Engr.

WBC/F
cc—Roy A. Klein ✓

INSPECTION
RAILWAY MATERIALS
STRUCTURAL STEEL
MACHINERY
LOGGERS' EQUIPMENT

J. H. MACGREGOR
PRESIDENT AND CHIEF ENGINEER

REPRESENTATIVES AT INDUSTRIAL CENTERS

CENTRAL INSPECTION BUREAU
INSPECTING ENGINEERS
BEDELL BUILDING—TELEPHONE BROADWAY 7282
PORTLAND, OREGON

Mr Pratt

PR 1570

RECEIVED
MAR 26 1930
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

March 25, 1930.

Oregon State Highway Commission,
1260 State Street,
Salem, Oregon.

Report #1532-2

Attention: Mr. N. M. Finkbiner, Eng. of Materials.

Gentlemen:

Please be advised that we have inspected at the Pacific Coast Steel Corp., Seattle, 6200 pieces of 1/2" round reinforcing steel 20 ft. 6 in. long, the weight being 85,157 pounds, which was shipped to Medford, Oregon, on March 21st in car NP 69816 for the Medford-Phoenix paving job.

This steel was in first-class condition.

Respectfully submitted,

CENTRAL INSPECTION BUREAU.

By J H Mac
Chief Engineer.

JHM V
cc to 316 Oregon Bldg., Salem.

PR157a

INSPECTION
RAILWAY MATERIALS
STRUCTURAL STEEL
MACHINERY
LOGGING EQUIPMENT

J. H. MacGREGOR
PRESIDENT AND CHIEF ENGINEER

REPRESENTATIVES AT INDUSTRIAL CENTERS

CENTRAL INSPECTION BUREAU
INSPECTING ENGINEERS
BEDELL BUILDING—TELEPHONE BROADWAY 7282
PORTLAND, OREGON

RECEIVED
MAR 19 1930
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

March 18, 1930

Oregon State Highway Commission,
1260 State Street,
Salem, Oregon.

Report #1532-1

Attention: Mr. N. M. Finkbiner, Eng. of Materials.

Gentlemen:

We have forwarded samples of reinforcing steel for Medford-Phoenix paving job, which is being furnished by the Pacific Coast Steel Corporation, to Mr. N. M. Finkbiner, Engineer of Tests, Salem, Oregon.

This steel will be ready for shipment as soon as advices are received regarding the results of these tests.

We are enclosing herewith our mill report covering this material.

Yours very truly,

CENTRAL INSPECTION BUREAU.

By J. H. MacGregor
Chief Engineer.

JHM VN
Encl

cc to 316 Oregon Bldg., Salem.

ECTION BUR

ING AND TESTING ENGINEERS
BEDELL BUILDING
PORTLAND, OREGON

cture Medford-Phoenix paving job *Material* Reinforcing steel bars

Laboratory No.

Place of Fabrication Pacific Coast Steel Corp., Seattle.

Reported to Oregon State Highway Commission *Date* 3/18/30

No. of Pieces	Description	Length		Heat Number	Elastic Limit per Sq. In.	Ultimate Strength per Sq. In.	Elong. per Cent in 8 In.	Reduc. of Area per Ct.	Fracture	Bend Tests	Chemical Analysis				Grade
		Feet	Inches								Carbon	Mang.	Phosph.	Sulphur	
	1/2" pl. rd.			2U092	45020	59900	28.13		SFC	OK					

cc to 316 Oregon Bldg., Salem.

Sheet No. *of*

ACCEPTED

Inspector, W C Ford

CENTRAL INSPECTION BUREAU

PR 157a

PR

March 18, 1930.

Mr. John E. Reef,
Resident Engineer
State Highway Department,
Medford, Oregon.

Dear Sir:

In accordance with your letter of March 8, we are today mailing to you two copies of the contract and specifications for the paving work between Medford and Phoenix.

There are no special requirements applying to federal aid projects other than that an extra copy of the monthly and final estimates be furnished so that the same may be forwarded to the Bureau of Public Roads.

In making up the monthly and final estimate, it would be a convenience if you would show sub-totals for work performed north of Station 569+25 and for work performed south of that station for the reason that no federal aid is to be received on the part of the work north of Station 569+25.

Our records do not contain any information relating to the bench marks that were set at the time the old concrete pavement was constructed, or relating to the different mixes of concrete that were used in the wearing surface of the old pavement. We are under the impression that the records for that work were left with the county officials as our records do not even include complete maps and profiles. The work was originally paid for largely by the county, and it is quite possible that the county desired to retain the records.

We are informed by the State Industrial Accident Commission that the insurance to be furnished Contractor L. O. Herrold will be charged for at the base rate, which for ordinary road work is 2.75%.

Mr. John H. Roof,   March 13, 1930.

We are enclosing herewith a blueprint copy of a sketch showing the intermediate ordinates required to produce the specified 1½ inch crown in the 20 foot width of pavement. This sketch was prepared for Mr. Herrold for the use of the manufacturer of the finishing material which Mr. Herrold proposes to use.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

R. H. Probert
Office Engineer

RHP:AP

CC Mr. Chandler

614 8000 11-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Medford, Oregon.
March 8th 1930.

IN REPLY PLEASE
REFER TO FILE NO

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Will you please send to me two copies of the Specifications and Contract Agreement covering the work to be done on Contract #1125 as awarded to L.O. Herrold on October 1st 1929.

I wish to have one of these sets at the Paving Plant and the other in custody of the Road Inspector.

Will you also please advise if there are any special requirements of the B.P.R on F.A. Projects covering field, monthly or final estimate records, other than rquireing extra copy of Estimate Form # 23, to be submitted.

In the State Highway Engineer's Report of 1914 on page 38 under "Mixtures" it says "These places (where there was a change made in proportioning of wearing surface mixture and where Bench Marks were set as indicated on page 41) are all recorded, so that their behavior under traffic can be observed in the future."

We have happened to find a few of the above concrete Bench Marks which have practically no meaning to us without the records.

If you can locate the records, referred to above, made during construction please send them to me. It will be interesting and instructive to make even a slight study and note present conditions of pavement if we have the records referred to.

Please advise what rating L.O. Herrold is give by the State Industrial Accident Commission.

Base rate = 2.75 % straight road work

Very truly yours,

Jno. H. Neef

Resident Engineer on Construction.

JHN/N
c. W.E. Chandler.

PR 157a

COMMISSIONERS
H. B. VAN DUZ[illegible]
C. E. GATE[illegible]
ROBERT W. [illegible]

ROY A. KLEIN
[illegible]

OREGON STATE HIGHWAY COMMISSION

PR #

March 5, 1930.

Mr. W. E. Chandler
Division Engineer
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

In reply to your letter of March 4, this will advise that the paving work to be done between Medford and Phoenix should begin at Station 576+00, which station is at the intersection of Riverside Avenue and Twelfth Street in the City of Medford.

No roll profile was prepared for this project for the reason that the amount of grading work involved was comparatively small. However, in order to obtain the approval of the Federal Bureau, it was necessary to submit a complete set of federal aid plans which plans include a profile showing more or less accurately the grade line to which the pavement is to be constructed. Blueprint copies of these federal aid plans are being mailed to you today.

Please note that the beginning of the federal aid project which is shown on the plans as being at Station 569+25 is not the beginning of the paving contract. It was necessary to end the federal aid project at Station 569+25 for the reason that federal aid can not be obtained on sections of highway within the limits of cities having a population of more than 2500 people, except where the average distance between houses abutting the highway is greater than 200 feet.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

CC Mr. J. H. Neef
SHP:AP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

March 4th
1930

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon,

Dear Sir:-

In examining the plans for the pavement east of Medford with Mr. Neef, I find that the plans mention the project as beginning at the city limits, but the special provisions mention the intersection of Riverside Avenue and 12th street in the city of Medford. I want to be sure that there is no misunderstanding as to the actual point of beginning of this project.

The intersection of Riverside Avenue and 12th street is the end of the full width city of Medford pavement. South of this point is the 16' concrete pavement which I understand was laid by the County.

Yours truly,

WEC/F

Division Engr.

Form 39—C-10787—2M—12-28

F.A. 157a

NOTED
State Highway Engineer

OR[illegible]N STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date March 2nd, 1930

Job name Medford-Phoenix Paving.

Week from Feb. 23rd *to* March 1st.

Mail address 210-First Nat'l Bank Bldg, Medford, Oregon.

Highway Pacific

Telegraph or telephone address Do.

County Jackson *Job prefix* 15 PE

Express and freight address Do.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor Hauling gravel from gravel plant to Paving Plant.

Engineering Field drew on alignment from 576 to 469. Stations and pluss stations are being marked with punch and chisel on concrete pavement on center line. By marking and using the actual center line any variationin the width of the proposed 16 ft. width of Asphaltic Concrete that may be necessary due to the present concrete pavement being greater than 16 ft., can be readily taken care of at the time of laying the ribbons for the concrete shoulders and record made of the actual width of the Asphaltic Concrete laid. The marking of the center line on the concrete takes a little more time than setting a line of offset hubs but I think the eventual saving in time and accuracy of records will more than offset the extra time required.

Rain, snow and high winds have materially effected field progress during the past week.

Mr. Rynning, County Engineer, was absent from the city most of the week. On Saturday I requested him to act without delay on settling right of way at the Jacobs and Bear Creek Orchard properties. I understand that the County officials and Attorney were out along the Highway Monday March 3rd. Results of their trip I have not yet ascertained.

Mr. Chandler here Tuesday Feb. 25th at which time we went into different matters pertaining toPlans, Quantities, Limits of Project and requirements of B.P.R. as to field records.

(See back of this sheet for instructions and detailed information.)

Signed Jno. H. Neef,

Title Resident Engineer on Construction.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring-action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ..... 5.87 .....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ..... 5 men 5 days
4 " 2 " .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 15 PE ..... *Percentage* ..... 100 .....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 157a

Form 39—C-10—2M—12-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date February 22nd, 1930

Job name Medford- Phoenix Paving.

Week from Feb. 16th to Feb. 22

Mail address 210 First Nat'l Bank Bldg
Medford, Oregon.

Highway Pacific Highway

Telegraph or telephone address Do.

County Jackson   Job prefix 15 PE.

Express and freight address Do.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No activities on the part of the Contractor.

Crew in field completed checking Bench levels, Sta 260 to 276. Search made with variable success for described points on Alignment including cutting through concrete at 12th Street for a monument that had been covered over with concrete when the pavement was laid, Alignment checked at north end of project ready to run center line and begin cross sectioning. Investigation of records and getting necessary information at County Court Offices, City Engineer and others familiar with monuments and location of same.

All materials and supplies ordered previous to Feb 20th including 15 prints of Project as Proposed, Profile on hard paper and the original cross section sheets received.

Mr. Collins, Right of Way Agent for the Pacific Telephone Co., came to me Friday with the report that the Telephone's crew started to move Poles to a point 29' from center line as they were requested to do and had within the first half mile run an abutting owner (Mr. Jacobs) whose fence was but about 26 ft from the center line of pavement. He refused to give permission to Telephone Co. to set the pole inside the fence. After consulting with Mr. Chandler, I made an appointment with the County Engineer, Rynning and Mr. Collins, Mr. Rynning and I talked with Mr. Jacobs and Mr. Rosenberg of the Bear Creek Orchard Company where approximately a like condition exists. They both requested until Monday for answering.

(See back of this sheet for instructions and detailed information.)

Signed

Title Res. Eng. in Construction

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 5.87

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party Four.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 15PE *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 157-A

Post Office Building
Portland, Oregon.

Feb.17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By LJ Caufield
L.J.Caufield
Highway Engineer.

Ton

Avpr 6426

Form P. R. 2

State Oregon

Project No. 157, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of December, 1929

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 31st day of August, 1929, a project statement, which was approved by the Secretary on the 27th day of September, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished ~~for~~ Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of September 1929, and approved by the Secretary on the 4th day of February, 1930, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-nine thousand, nine hundred seventeen and 85/100 dollars ($79,917.85) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less

---

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ____ of ____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ____

(State how placed under direct control of Highway Department)

*(c) ____

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 265+93.2, a point 1.38 miles south of the south city limits of Phoenix in the N.E.¼ of Sec. 22, T.38 S., R.1 W., W.M., and survey station 569+25 on Riverside Avenue in the town of Medford, terminal points, a distance of 5.744 miles, known locally as the Pacific Highway between Medford and Ashland, Jackson County, being Section A of Oregon Federal Aid Project No. 157.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.**

(Include amount, date, and citation of act of legislature by which authorized)

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(c) This project extends into the city of Medford a distance of 3475 ft. There are 14 houses along that portion of the project within the city, the combined widths of which total 461 ft. The average distance between houses along that portion of the project within the city limits is therefore 215.3 ft.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of **Section A of** ~~said~~ said project shall not exceed the sum of **seventy-nine thousand, nine hundred seventeen and 85/100** dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of **one hundred twenty-eight thousand, four hundred twenty-three and 35/100** dollars, the approved total estimated cost of **Section A of** ~~said~~ said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, 1927 General Laws of Oregon.
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ………………………………

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ………………………………………………,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ………………………………
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the ………………………………………………,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ………………………………
(Include reference to statute authorizing funds and probable amount annually available)

STRICKEN

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ………………………………

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of February, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By ………………………………
Member, State Highway Commission
(Title of officer)

[SEAL]

By ………………………………
Member, State Highway Commission
(Title of officer)

By ………………………………
(Title of officer)

By ………………………………
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between **survey station 265+93.2, a point 1.38 miles south of the south city limits of Phoenix in the N.E.¼ of Sec. 22, T.38 S., R.1 W., W.M., and survey station 569+25 on Riverside Avenue in the town of Medford** locally known as **the Pacific Highway between Medford and Ashland, Jackson County,** and designated in the records of this Department ~~as~~ **Section A of** Project No. **157**, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **128,423.35** as the total estimated cost of **Section A of** said project, and the sum of $ **79,917.85** as the share of the United States, payable under said acts on account of **Section A of** such project, which does not exceed **the/ authorized Federal pro rata share** ~~percen~~t of said total estimated cost.

Done at the city of Washington, this 4th day of February one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

FORM S-A-1 B-14793 3000 12-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Vi 157a

January
28th
1930

IN REPLY PLEASE
REFER TO FILE NO

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon

Dear Sir:

I am returning the data including the profile of the Medford-Phoenix pavement resurfacing. I wish to particularly call your attention to the profile which was platted to an exaggerated scale for both the center line and the edge of the present pavement. This has been of considerable value in allowing us to directly compute the super elevations.

You will note three different grade lines in color. The black grade line will be the top of the wearing surface. You will note that the grade line has been laid so as to give a minimum of $1\frac{3}{4}$ inches of wearing surface. In certain places this comes directly upon the top of the present pavement whereas in most cases there is a binder course from nothing to three to four inches. In raising the grade to eliminate the present sags and to increase the super-elevations, it became necessary to use considerable material to bring the pavement up to the proper grade. After due consideration and a conference with Mr. Klein, it has been decided to follow the following procedure, in constructing the pavement resurfacing at points where the grade has been raised to eliminate sags or add super elevations: To construct a minimum of $1\frac{3}{4}$ inches of wearing surface, using a base or binder course not to exceed 3 inches making a maximum total of $4\frac{3}{4}$ inches of asphaltic concrete materials, over either a sub base mixture conforming to the specifications attached hereto or a gravel back fill on top of the present pavement. In order to illustrate this, reference to the profile will disclose that the black or pencil grade line indicates the top of the wearing surface to be constructed. The bottom grade line shown in red indicates that below this grade line you are to use the sub base mixture above which is built $4\frac{3}{4}$ inches of asphaltic concrete binder course plus wearing course.

On other sections you will find a grade line shown in green indicating that below this grade line you are to use a back fill of gravel in lieu of the sub base mixture.

The gravel shall be set up with filler and water and rolled until compacted.

According to Mr. Townsend's computation there are 9,288.5 tons of wearing course and binder course. There was 9,300 tons shown in the preliminary estimate so this is a very close estimate on these quantities. This is based upon the computations of the cubic feet of material as taken off the profile on the assumption that a cubic foot of compressed asphaltic concrete would weigh 150 pounts per cubic foot. It is a possibility that this material will actually weigh only about 146 or 147 pounds per cubic foot but the 150 pounds makes a safe estimate. He also finds that there is approximately 800 tons of the asphaltic concrete sub base mixture material below the red grade line and approximately 250 cubic yards of gravel below the green grade line. Mr. Hartley told me that he would place this extra sub base at the rate of $4.00 per ton. Assuming it to be $4.00 per ton and the gravel rolled in place to be $2.00 per cubic yard would make a total of $1700 over run.

Since we will not need the grade "A" concrete nor the metal reinforcement shown in the preliminary estimate, we will have available the estimated money for these items, which amounts to $2500, thereby eliminating any over run in the contract.

Please see Mr. Hartley and have him sign a price agreement for the asphaltic concrete sub base materials, specification for which is attached hereto, and the gravel back fill materials, specification for which is also attached. I would assume that $2.00 per cubic yard would be sufficient to cover the gravel but in case he does not think this would be sufficient, please have him submit his price for consideration.

In addition to the profile showing the grade line in detail, I am also inclosing the quantity summary sheets showing the details of the computation of the quantities of asphaltic concrete, both wearing course and binder. There has been no segregation between the wearing course and the binder. The wearing course has been computed as a minimum of 1¾ inches. Attached to the summary sheet is an explaination of how the quantities were computed. Please have these quantities very carefully checked. We do not claim that there is no errors because they have not been chedked in this office. I will expect you to check them and assume full responsibility in regard thereto. After you have made the check, please advise me of your findings. It is very important that a careful check be made because after the concrete shoulders have been placed, no change in grade line can be made.

Extreme care should be used in setting the grade stakes for the concrete shoulders inasmuch as a slight error in grade line will cause a relatively large change in the tonnage of asphaltic concrete.

Yours truly,

RHB/er

R. H. Baldock
Maintenance Engineer

cc R. A. Klein

ecification for gravel back fill supplementary to contract #1125, Medford-Phoenix pavement

Materials

1. Gravel back fill material:

The gravel back fill materials shall conform to the specifications for gravel shoulder materials as given on page 15 of the special provisions of contract #1125.

2. Filler Material:

Filler materials shall be as specified on page 31 of the standard specification form.

Construction Procedure

In order to raise the grade line in the low sags and to raise the super elevations on curves, gravel materials shall be placed where directed by the Engineer on top of the old concrete pavement and bound to a hard and compact mass by adding filler, sprinkling with water and rolling until compacted.

Measurement and Pavement

Payment shall be based on the supplementary bid item for gravel back fill materials and will include the number of cubic yards, loose measure, of gravel as actually furnished and incorporated in the work in accordance with these provisions.

For the furnishing and placing of the filler materials, payment will be made at the price bid for earth filler, the basis of measurement being as specified in the standard specifications for "Earth Filler" as given on page 31 of the standard specification form.

For the hauling of the filler material, payment will be made at the price bid for "Filler Haul", the basis of measurement being as specified in the standard specification for "Earth Filler."

Placing Asphaltic Concrete on Gravel Back Fill

Preparatory to placing of the asphaltic concrete binder materials on the gravel back fill constructed as above described, the surface of the gravel back fill shall be swept until all loose material and dust is removed after which it shall be painted with .2 gallons per square yard of grade "E" or grade "D" asphalt.

Specifications for a sub-base asphaltic concrete course supplementary to contract 1125
Medford - Phoenix Pavement

The materials to be used in the construction of the sub base asphaltic concrete course shall be asphaltic cement, mineral filler, sand and broken stone or crushed gravel. These materials shall be of such grading that, when properly proportioned and mixed together, they will produce a uniform mixture which, when tested by laboratory screens, shall conform to the following:

Passing 1 - 1/2 inch screen	100 per cent
" " " " and retained on 3/4 inch screen	32 - 42 per cent
" 3/4 " " " " " 1/2 " "	10 - 18 " "
" 1/2 " " " " " 1/4 " "	12 - 20 " "
" 1/4 " " " " " 10 mesh sieve	10 - 16 " "
" 10 mesh " " " " 200 " "	14 - 20 " "
" 200 " "	2 - 4 " "
Asphaltic cement	3 - 4 " "

Sub base materials will be used to build up sags with grade line of the present concrete pavement and to build up additional super elevations as directed by the Engineer. With the exception of the specifications above noted the special provisions as given in contract #1125 will hold in full force and effect.

PR
157-A

February 18, 1930.

Mr. Jno. H. Neef,
Resident Engineer,
State Highway Department,
210 First National Bank Bldg.,
Medford, Oregon.

Dear Sir:

In accord with your letters of February 10, and 11, we are today sending to you by express the detail profile prepared by Mr. Armstrong for the Medford-Phoenix Section and the plotted cross-sections for the portion of that section which is between Stations 265 and 576.

We are unable to locate a mass diagram, and we have no recollection of having received one from the field.

As there appears to be no occasion for any state force work in connection with this paving project, and as the contract contemplates no special items of extra work, the preliminary estimate of cost will comprise only the contract amount plus ten per cent for engineering and contingencies.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Also sent a set
of the fed. aid plans.

SHP:AP

CC Mr. W. E. Chandler

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Medford,Oregon.
February 11th 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr.Roy A.Klein, State Highway Engineer,
Salem,Oregon.

Dear Sir:-

Referring to my letter of February 10th requesting that you send to me the recent paving level notes and platted X sections on the Medford - Phoenix Section of the Pacific Highway in Jackson County.

Mr.Armstrong found the recent paving level notes of the existing pavement from which the exaggerated profile was made and gave them to me today.

No listing was made of the data for estimate when same was sent to Salem Office.He has not been able to find,in his office, the Mass diagram sheet for overhaul which he thinks was sent in with a center line profile(100' Hor-10' Vert.) and assumes they were sent to you.

If you can locate them please send(1) Mass diagram,(2) center line profile and (3) cross sections (sheets) between Stations 265 and 576.

Very truly yours,

Jno H. Neef

Resident Engineer on Construction,.
210 Firt National Bank Bldg,
Medford,
Oregon.

JHN/N
c. W.E.Chandler.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Medford, Oregon.
February 10th 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Roy A.Klein, State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In going over the available records here on the Medford-Phoenix Section of the Pacific Highway in Jackson County with Mr.Armstrong, he has turned over to me the following: One 400 ft scale map of constructed line; One set of Medford-Ashland widening Notes, Right of Way Topog., X Sections, Level and Culverts all as of year 1928; One exaggerated Profile on 10x10 hard cross section paper and one set of Job Specifisations and Contract Agreement.

Mr. Armstrong advises that the platted Cross Sections from Sta. 265 to 576 inclusive and the recent pavement level notes from which the exaggerated profile was made up was sent to the Salem Office.

Please send to me the above described pavement cross section notes and the platted cross sections.

I would like a profile of the present paving job. A construction profile is what is wanted but if there is none such a grading or preliminary profile of the section will be acceptable.

Please refer to Quantity Summary Sheet blank, Form 42A and advise what Quantities and Amounts should be shown in the "Preliminary Estimate" column.

It would appear that the Preliminary Estimate Quantities, Amounts and Contingencies & Engineering (if amounts based on preliminary estimate is wanted) should be furnished by Salem Office as any field estimates might be somewhat changed there before the call for bids.

I would also appreciate having a print or sheet showing the detail bids and amount of bids on this project, 15 PE.

Very truly yours,

Jno. H. Neef
Resident Engineer on Construction.
210 First National Bank Bldg,
Medford, Oregon.

JHN/N
c. W.E.Chandler.

Form 80—C-10767—2M—12-28

PR 157a

OR N STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

Date February 16th, 1930

Job name Medford-Phoenix Section of Pacific Highway. Paving.

Two ~~Week~~ *from* Feb. 3rd *to* Feb. 15th.

Highway Pacific

Mail address 210 First Nat. Bnk. Bldg, Medford, Oregon.

County Jackson *Job prefix* 15PE

Telegraph or telephone address Telegraph, do. Telephone. 1136

Express and freight address Same as Mail address.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Reported for duty at Grants Pass and after going over the available records and requisitioning Engineering supplies and equipment, came to Medford and opened an office at 210 First National Bank Building, arranged for telephone service and requested that some of the materials that were transerred to Klamath Falls Office and Shops be sent to me here. All materials requisitioned have been received except 42" Straight edge and Transit and rod (Chicago). The former was to be sent from Klamath Falls and the balance was made on Requisition to the Equipment Department, under date of Feb. 5th.

After a consultation with Mr. Chandler, Division Engineer and Mr. Hartley, contractors representative, I borrowed a level and rod and put a crew in the field checking bench marks. Contractor wants to begin laying concrete shoulders April 1st and estimates the time needed to complete them to be about 30 days. This means that most of our field work must be done, grades investigated and established and paving grade stakes and alignment stakes set by not later than April 25th. The grading stakes can then follow.

Field crew consists of the following:

D.K. Gemunder, Transitman.	Reported	Monday Feb. 10th
Thomas H. Fowler, Rodman-Computer.	"	Wednesday Feb. 12th
Jack McCullough, Chainman and stake artist.	"	Thursday " 13th.

(See back of this sheet for instructions and detailed information.)

Signed Jno H Neef

Title Resident Constr Eng

[illegible]

PR157a

GRADING CONSTR ON

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 5.87

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party Four.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 15 PE. *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

file with

PR157a

NOTED
State Highway Engineer

L. O. HERROLD
CONTRACTOR

Salem, Oregon,
Jan. 14th, 1930.

The Oregon State Highway Commission,
Roy Klein, Sec. and Engineer,
Salem, Oregon.

Gentlemen-,

We submit for your consideration the following propositions relative to the Medford - Phoenix job.

FIRST

We will construct Asphaltic Concrete Shoulders three feet wide and nine inches deep in place of the two foot shoulders now planned. The Asphaltic Construction will conform to the specifications for the rest of the work and in accord with such methods as your Engineers will approve. The same compensation will be accepted for the six feet of shoulders as now is agreed upon for the four feet. The amount bid for the re-enforcing iron will be included in the cost of the Portland Cement shoulders. Asphaltic concrete shoulders as above outlined to include the non skid seal coat.

SECOND

In place of the Non-skid seal coat now contemplated we will construct a plant mixed Non-skid Seal coat in accordance with specifications agreed to and for the same compensation as now named in the contract.

THIRD

We will supply the course additional binder for four dollars per ton in place.

Very truly,

L. O. Herrold

Not accepted by Com.

November 4, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Medford-Phoenix Section, Project 157-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWB:AP

Oregon State Highway Department   Project No. 157-A

MEDFORD-PHOENIX SECTION OF THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, November 4, 1929.

24,000	cu.yds	Excavation, Single Classif.	$ .31	$7,440.00
10,000	yd.sta.	Overhaul	.02	200.00
10,000	yd.mi	Truck Haul	.14	1,400.00
100	cu.yds	Class "A" Concrete	20.00	2,000.00
30	cu.yds	Class "C" Concrete	18.00	540.00
10,000	lbs	Metal Reinforcement	.05	500.00
200	lin.ft	12" Concrete Pipe	.70	140.00
40	lin.ft	24" Concrete Pipe	2.00	80.00
50	lin.ft	36" Concrete Pipe	4.50	225.00
80	lin.ft	60" Concrete Pipe	10.00	800.00
900	lin.ft	Salv. and Reinstalling Culv.Pipe	.25	225.00
13,700	sq.yds	Concrete Shoulders	2.35	32,195.00
83,000	lbs	Bar Reinforcement	.05	4,150.00
1,850	tons	Course Mix Binder	5.75	10,637.50
1,170	tons	Fine Mix Binder	5.75	6,727.50
6,050	tons	Bit. Conc. Wearing Surface	5.75	34,787.50
53,800	sq.yds	Seal Coat	.12	6,456.00
6,350	cu.yds	Gravel Shoulders	1.20	7,620.00
880	cu.yds	Earth Filler	.40	352.00
1,950	yd.mi	Filler Haul	.14	273.00
		Sub-total		$116,748.50
		10% Engr. & Cont.		11,674.85
		Total		$128,423.35

Length of Project - 5.871 miles
Cost per mile - $21,874.18

State Funds Available	$ 48,505.50
Federal Aid Requested	79,917.85
	$128,423.35

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maintenance - Res. Aug. 7, 1917; Chapter 237, Laws 1917.

HM 8-A-1 D-12640 5M 6-29
COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

FA 157a
ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

October 22, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Post Office Building
Portland, Oregon

Dear Sir:

In reply to your communication of September 26 calling our attention to the fact that the specifications for asphaltic pavement on Oregon F.A.P. 157-A was different from our standard specification. With particular reference to: first, the reduction of the 10 mesh material and the 200 mesh material of the asphaltic content. Second, the use of a tack coat and third, the quantity and character of the seal coat. I will take these changes up in their order.

Changes in #10 and #200 mesh materials and asphaltic cement.

By use of an ideal maximum density curve for a 1½" asphaltic concrete mixture, it is found that the correct percentage of aggregate passing a 10 mesh screen is 25 per cent. In designing asphaltic concrete for heavy traffic it is desirable to have a maximum per centage of coarse aggregate. By a series of experiments conducted with the state paving plants in the past few years we have been able to lay an asphaltic concrete pavement that has not "wrinkled" or shoved as is common in the older type pavements. This, I think, is due to the absence of excess fines and asphalt. The reason for designing the older types of asphalt pavement, with a percentage of aggregate passing a #10 sieve from 10-15 per cent higher than the correct grading for this material, was to get an asphaltic concrete mixture that could be hand raked smoothly. The shoveling and hand raking would have caused too much separation of materials in the newer type coarse aggregate mixture but with the finer materials predominating the mix, this was not true. However, with the modern means of finishing asphaltic concrete by machine it no longer is necessary to put in excess fines to get a uniform surface.

In view of the fact that it is nolonger necessary to add fines for finishing purposes and in view of the fact that it is known that a harder and more stable pavement can be laid with the coarse aggregate mixture, it was thought advisable to lower the percentage of fine aggregate and increase the percentage of the coarse and stay as close to the maximum density curve as possible. It will be found that when a mix is set within the specifications set forth in this contract and plotted against an ideal maximum density curve that the mix curve will cross and recross it without at any time getting away from it more than 5 per cent. The quantity of 200 mesh materials is in proportion, with all standard mixes, to the amount of asphaltic cement used in the mix.

The asphaltic content of this mix was figured by calculating the surface area of the aggregate and is in proportion to all standard mixes.

ROBERT W. SAWYER, BEND
C. E. GATES, MEDFORD
H. B. VAN DUZER, PORTLAND, CHAIRMAN

#2 Tack Coat

In laying an asphaltic concrete on a smooth hard base, it has been found necessary to use a tack coat of asphaltic cement in order to have the bond secure. In this case it especially is so with the binder course as it will vary in thickness from 2½ inches to a "feather edge." Without a tack coat it would be impossible to make these edges bond to the old concrete. There are many places on which no binder course will be laid in which case the wearing surface will rest on the old concrete and again if a tack coat is not used the wearing course will have a tendency to slip under the rolling and cause an uneven surface. Also in cases of bituminous base it has been found that between the time of laying and placing of the top course it is impossible to keep off dust on account of trucking or local travel on the side of or over it. It is impossible to broom this all off but by cleaning it off as good as possible and applying a light tack coat you are always assured of the proper bond between top and base.

#3 Seal Coat

Due to the amount of rainfall and the length of the wet season it is essential that all pavements be properly sealed. The most satisfactory way of securing an absolute seal is by the application of asphaltic cement in the proper amount to the surface of the pavement. This has been in common practice for a number of years. However, a heavier asphalt was used, the most common being 50-60 penetration. This asphalt is very brittle and chilled as soon as it was applied to the surface of the pavement. This seal coat was covered with screenings from 1/2" - 1/4" but they would not stick. As soon as the rock had kicked off the pavement was slippery. By the use of softer asphalt, namely 200-250 penetration we have been able to apply rock, passing a 3/4" screen and retained on 1/2" screen, and roll it in to the seal. Due to consistency of the 200-250 asphalt it will hold the rock in place during cold weather.

By the use of this type of seal coat a "non skid" surface and an absolute sealed pavement is secured. The amount of asphalt used is about 5 per cent of the total asphalt and rock.

Spreading

On page 13 special provisions of specifications for F.A.P. 157A under the heading of "Spreading of wearing surface mixture" you will find that we require that surface mixture should be spread by means of a self-propelled spreading, raking, and finishing machine. This requires the contractor to use means of spreading other than from the truck by hand.

Very truly yours,

R. H. Baldock
Maintenance Engineer

RHB/er

cc R. A. Klein

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
SEP 27 1929

September 26th, 1929.

Mr. Roy A. Klein,
State Highway Engineer
Salem, Oregon.

Dear Sir:

Our attention has been called to the fact that specifications for asphaltic pavement on Oregon F.A.P. 157-A differ from your standard specifications in several particulars; namely, the reduction of the 10-mesh material, the 200 mesh material and the asphalt content, the use of a tack coat, and the quantity and character of the seal coat. Before these specifications are used for any other projects we would like to have time to submit them to our Washington office. Also it would be helpful to have as soon as possible a statement from you as to the reasons for the above mentioned differences.

It has also been noticed that California, which is using a machine for finishing asphaltic concrete, specifies the use of spreader boxes. The expert use of these boxes seems almost necessary as a prerequisite to satisfactory machine finishing.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Highway Engineer.

SHP

September 26th, 1929.

Mr. Roy A. Klein,
State Highway Engineer
Salem, Oregon.

Dear Sir:

Our attention has been called to the fact that specifications for asphaltic pavement on Oregon F.A.P. 157-A differ from your standard specifications in several particulars; namely, the reduction of the 10-mesh material, the 200 mesh material and the asphalt content, the use of a tack coat, and the quantity and character of the seal coat. Before these specifications are used for any other projects we would like to have time to submit them to our Washington office. Also it would be helpful to have as soon as possible a statement from you as to the reasons for the above mentioned differences.

It has also been noticed that California, which is using a machine for finishing asphaltic concrete, specifies the use of spreader booms. The expert use of these booms seems almost necessary as a prerequisite to satisfactory machine finishing.

Very truly yours,

W. H. LYNCH
District Engineer

By

J. A Elliott
Highway Engineer.

PR 157a

October 8, 1929.

Mr. Wm. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

In the contract for the paving of the Medford-Phoenix Section of the Pacific Highway in Jackson County, recently awarded to L. C. Herrold, there is included an item for extensions of 60" and 72" corrugated galvanized iron pipe. It is not our usual practice to use metal pipe of these dimensions, but since these were extensions of existing culverts, we included them in the bid item just as you sent them in.

I had in mind, however, that before these pipes were actually placed I would ask you to make an inspection of these present culverts to determine their present condition. If found deteriorated, it might be desirable to replace them with concrete construction so as to harmonize with our standards elsewhere. Will you please, therefore, investigate the present condition of these large diameter metal pipes and furnish a report covering the same. Also comment on the size of the opening required. It would be desirable also at the same time to make an inspection of the smaller size metal pipe which are under this piece of pavement.

Very truly yours,

State Highway Engineer.

RAK:HI

PR157a

September 20, 1928.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five sets of special provisions covering the Medford-Phoenix Section, Project No. 157-A.

Five blue print copies of the plans are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department **Project No. 157-A.**

MEDFORD-PHOENIX SECTION OF THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, September 20, 1929.

24,000	cu.yds	Excavation, Single Classif.	$ .50	$12,000.00
10,000	yd.sta.	Overhaul	.04	400.00
10,800	yd.mi	Truck haul	.25	2,700.00
100	cu.yds	Class "A" Concrete	28.00	2,800.00
30	cu.yds	Class "C" Concrete	22.00	660.00
10,000	lbs	Metal Reinforcement	.10	1,000.00
200	lin.ft	12" Concrete Pipe	1.50	300.00
40	lin.ft	24" Concrete Pipe	2.50	100.00
50	lin.ft	36" Corr. Galv. Iron Pipe	6.00	300.00
80	lin.ft	60" Corr. Galv. Iron Pipe	12.00	960.00
930	lin.ft	Salv. & Reinstl. Galv. Pipe	1.00	930.00
13,700	sq.yds	Concrete Shoulders	3.12	42,744.00
83,000	lbs	Bar Reinforcement	.06	4,980.00
1,820	tons	Coarse Mix Binder	6.40	11,648.00
1,170	tons	Fine Mix Binder	6.90	8,073.00
6,050	tons	Bit. Conc. Wearing Surf.	6.65	40,232.50
52,900	sq.yds	Seal coat	.10	5,290.00
6,390	cu.yds	Gravel Shoulders	1.25	7,987.50
880	cu.yds	Earth Filler	.50	440.00
1,950	yd.mi	Filler Haul	.20	390.00
			Sub-total	$143,937.00
			10% Engr. & Cont.	14,393.70
			Total	$ 158,330.70

Length of Project 5.871 miles
Cost per mile $ 26,968.26

State Funds Available	$ 59,801.51
Federal Aid Requested	98,529.19
	$158,330.70

Oregon State Highway Department Project No. 157-A.

MEDFORD-PHOENIX SECTION OF THE PACIFIC HIGHWAY

IN JACKSON COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon. September 20, 1929.

24,000	cu.yds	Excavation, Single Classif.	$ .50	$12,000.00
10,000	yd.sta.	Overhaul	.04	400.00
10,000	yd.mi	Truck haul	.25	2,500.00
100	cu.yds	Class "A" Concrete	28.00	2,800.00
30	cu.yds	Class "C" Concrete	22.00	660.00
10,000	lbs	Metal Reinforcement	.10	1,000.00
200	lin.ft	12" Concrete Pipe	1.50	300.00
40	lin.ft	24" Concrete Pipe	2.50	100.00
50	lin.ft	36" Corr. Galv. Iron Pipe	6.00	300.00
80	lin.ft	60" Corr. Galv. Iron Pipe	12.00	960.00
900	lin.ft	Salv. & Reinst. Culv. Pipe	1.00	900.00
13,700	sq.yds	Concrete Shoulders	3.12	42,744.00
83,000	lbs	Bar Reinforcement	.06	4,980.00
1,850	tons	Coarse Mix Binder	6.40	11,840.00
1,170	tons	Fine Mix Binder	6.90	8,073.00
6,050	tons	Bit. Conc. Wearing Surf.	6.65	40,232.50
53,800	sq.yds	Seal coat	.10	5,380.00
6,350	cu.yds	Gravel Shoulders	1.25	7,937.50
880	cu.yds	Earth Filler	.50	440.00
1,950	yd.mi	Filler Haul	.20	390.00
			Sub-total	$143,937.00
			10% Engr. & Cont.	14,393.70
			Total	$ 158,330.70

Length of Project 5.871 miles
Cost per mile $ 26,968.26

State Funds Available	$ 59,801.51
Federal Aid Requested	98,529.19
	$158,330.70

FORM 2-A-4 D-11170 5M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E GATES, MEDFORD
ROBERT V AWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR#
Medford-Phoenix

PR 157a

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Medford, Oregon,
Sept. 12, 1929.

Mr. R. H. Baldock,
Maintenance Engineer,
Salem, Oregon.
Dear Sir:-

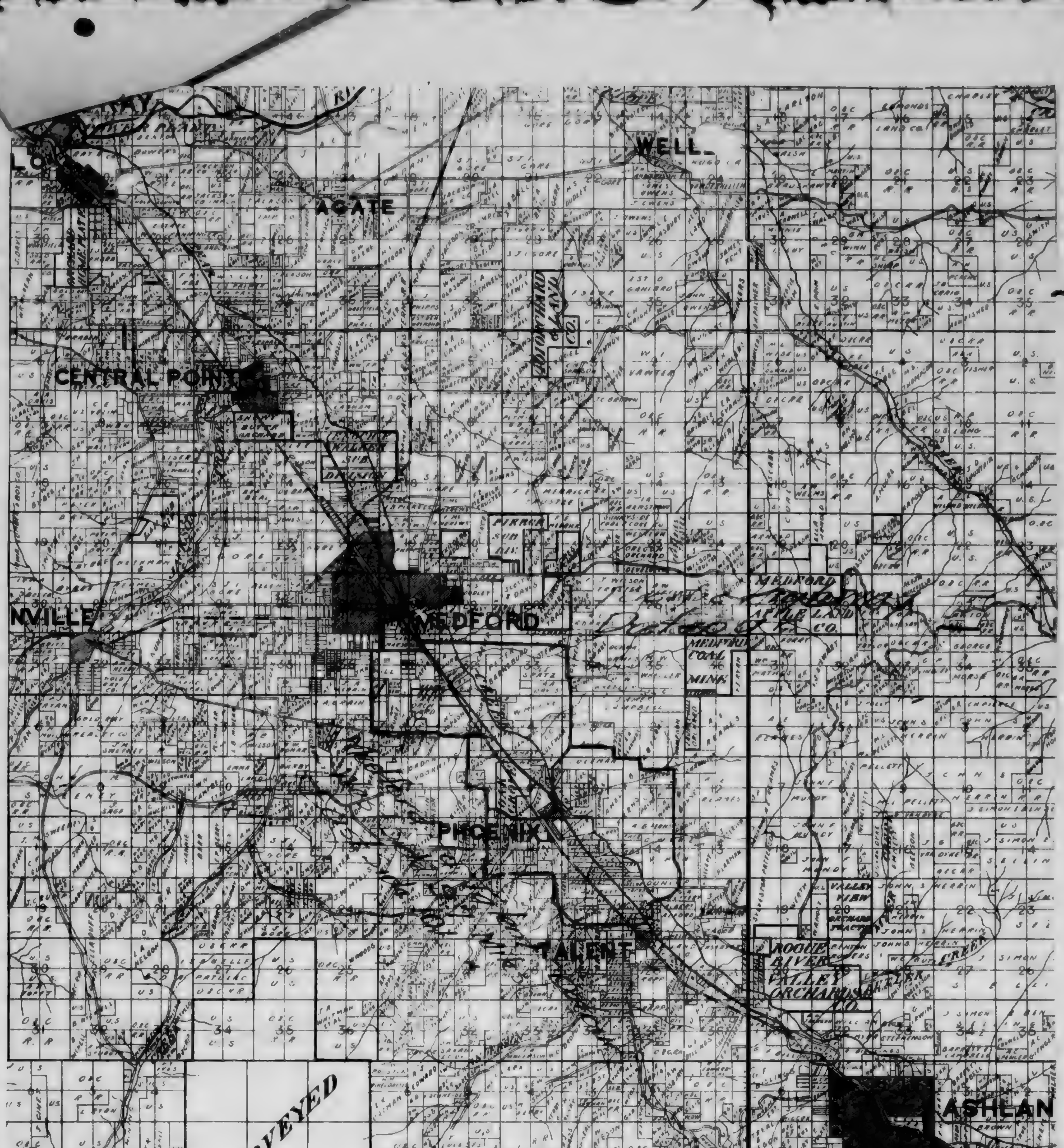
I am inclosing herewith a portion of the Jackson County map showing the possible detours between Medford and Talent.

The West side route, a distance of 9.7 miles, is recommended.

Very truly yours,

C. H. ARMSTRONG,
Res. Engineer.
By R. M. Kent
R. M. Kent

cc- W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.


AGATE
WELL
CENTRAL POINT
NVILLE
MEDFORD
PHOENIX
TALENT
ASHLAN
BUNCOM
UNSURVEYED
UNSURVEYED
MEDFORD COAL MINE
ROGUE RIVER VALLEY ORCHARDS CO.
VALLEY VIEW ORCHARD TRACTS
APPLE LAND CO.
APPLEGATE
RIVER
CREEK

CONTRACT#1126

PR 144-B Glenada Sec. 1929-1936

1126

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

144-B

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 28, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Since the State is constructing the proposed Oregon U. S. Public Works Project WRH 144-B (1935), the Glenada Section of the Oregon Coast Highway, with its own forces and without Federal participation, we are returning herewith for your disposal two sets of plans and three copies of the proposal form containing the special provisions, retaining one copy for our files.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 28 1936

February 26, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir;

P.S.& E. documents for Oregon NRH 144-B (1935), the Glenada section of the Oregon Coast Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Highway Engineer

Jm

144-B

June 11, 1935

Mr. Earl E. Hill
Cushman, Oregon

Dear Mr. Hill:

Am sorry that I was not here to see you when you called last Thursday.

Relative to the grading of the connection between the Siuslaw Highway and the Oregon Coast Highway, will advise that our tentative plan is to combine the grading with the surfacing and oiling work, and with similar work on the approaches to the new bridge at Reedsport, letting the whole in one contract.

Martin Peterson could undoubtedly do the grading work very satisfactorily, but the contracting of work to individuals without open competition leads to dissatisfaction and criticism, even when the jobs are small, and we no longer contract any of our work in that manner.

With kindest regards, I am

Very truly yours,

State Highway Engineer

April 12, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are six copies of estimate to accompany plans for the Glenada Section, Project No. ERH 144-B. There are, likewise, enclosed five copies each of pages 1, 13 and 14 of the special provisions, and pages 1 and 2 of the bidding sheets. Five blueprint copies of the plans summary sheet are being sent under separate cover.

The P. S. & E. papers sent to you previously, provided for the application of an oil mat surface treatment, type O-11, and as this work is to be eliminated, these revised plans and specifications, because of this change, are to replace those which you now have.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 144-B

GLENADA SECTION OF THE

OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, April 12, 1934

Sta. 63+20 to Sta. 71+39.1

All Required		Clearing and Grubbing		$ 300.00
11,600	cu. yds.	Excavation, Single Classification	$ 0.30	3,480.00
5,300	yd. mi.	Truck Haul	0.15	795.00
60	lin. ft.	18" Concrete Pipe	2.50	150.00
500	cu. yds.	Rock Sub-base	2.20	1,100.00
130	" "	Crushed Rock Surfacing	3.60	468.00
100	" "	Gravel Shoulders	1.20	120.00
10	" "	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
			Sub-total	$ 6,420.00
			10% Engr. & Cont.	642.00
			Total	$ 7,062.00

Length	0.158 mile
Cost per mile	$ 44,696.20

National Recovery Highway Funds Requested..........................$ 7,062.00

April 9, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Glenada Section, Project No. NRM 144-B.

Five bid proposals and five blueprint copies of plan sheets 1, 2 and 3 are being sent under separate cover.

A portion of the mineral aggregate to be used in the oiling work is to be secured from state-owned stockpiles situated near the project. No cooperation on these materials is requested. They were produced under state contract No. 1247, which was awarded January 21, 1931.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH 144-B

GLENADA SECTION OF THE
OREGON COAST HIGHWAY IN LANE COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, April ~~9~~ 11, 1934

Sta. 63+20 to Sta. 71+59.1

All Required		Clearing and Grubbing		$ 300.00
11,600	cu. yds.	Excavation, Single Classification	$ 0.30	3,480.00
5,300	yd. mi.	Truck Haul	0.15	795.00
60	lin. ft.	18" Concrete Pipe	2.50	150.00
500	cu. yds.	Rock Sub-base	2.20	1,100.00
130	" "	Crushed Rock Surfacing	3.60	468.00
100	" "	Gravel Shoulders	1.20	120.00
10	" "	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
~~80~~	~~cu. yds.~~	~~Placing Mineral Aggregate~~	~~1.80~~	~~144.00~~
40	" "	Furnishing & Placing Mineral Aggregate	5.00	200.00
2	tons	Emulsified or Cut-back Asphalt in Seal Coat	30.00	60.00
6	"	No. 3 Road Oil in Place	30.00	180.00
7	"	Tar in Place	26.00	(Alternate)
		Sub-total		$ ~~7,004.00~~ $ 6420.00
		10% Engr. & Cont.		~~700.40~~ 642.00
		Total		$ ~~7,704.40~~ $ 7062.00

Length 0.158 mile
Cost per mile $ ~~48,762.02~~ 44,696.20

National Recovery Highway Funds Requested.............................$ ~~7,704.40~~ 7062.00

NON-PARTICIPATING ITEMS

(Mineral Aggregate furnished under State Contract No. 1247)

85	cu. yds.	Broken Stone in Stockpile	$ 1.40	$ 119.00
260	yd. sta.	Hauling Broken Stone, Pile Measure	0.16	41.60
				$ 160.60

#1126
2069

PR 144B

July 11, 1930

United States Fidelity & Guaranty Company,
C. C. Price, Agent,
Porter Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Cintract No. 1126 for the construction of the Glenada Section of the Roosevelt Coast Highway in Lane County, consisting of 1.2 miles of grading, has been completed by the contractors, Yauker-Wiecks Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 21st, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract and which will include the above final payment will be $25,063.99. Of this amount $64.83 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Form 39—D14454—2500—11-29

PR 144B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

State Highway Engineer

Date May 17, 19 30

Job name Glenada Section

Grading

Week from 12th *to* 18th

Mail address Florence, Oregon.

Highway Roosevelt Coast

Telegraph or telephone address " "

County Lane *Job prefix* 20-PJ

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed project thursday.

The week has been spent in blading and cleaning ditches.

NOTED
E. A. COLLI

(See back of this sheet for instructions and detailed information.)

Signed E. E. Vupklette

Title Res. Engr.

GRADING CONST CT

Total miles of grading in project 1.2

Miles completed 1.2

Miles completed except finishing --

Total cubic yards in project 44,000

Cubic yards moved to date 41,272

Miles covered by contractor's forces 1.2

Miles cross-sectioned 1.2

Miles cross-sections completed and checked 1.2

Miles to be remeasured --

Number men in Engineering Party 5

Contractor's average force for week 5 men,

1 teams, -- steam shovels

Grading work ~~to be~~ completed ~~about~~ May 15th, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 20FJ Percentage 10
2. 20FK Percentage 47
3. 20FM Percentage 43
4. .... Percentage ....

PR 144B

April 19, 1930

Union Oil Company of California,
Portland, Oregon.

Attention: Credit Dept.

Gentlemen:

Receipt is acknowledged of your letter of yesterday relative to Yunker-[illegible] Company of Toledo, Oregon, highway contractors.

Please be advised that the above firm were awarded state highway contract No. 1136 for the construction of the Glenada Section of the Roosevelt Coast highway in Lane County. This contract consists of 1.2 miles of grading. The amount of the contract is $25,659.00 and the completion date is May 31st, 1930.

The bond in connection with this contract was furnished by the United States Fidelity & Guaranty Company for whom C. C. Price, Porter Building, Portland, is resident agent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

IN REPLY GIVE No.

Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

April 18, 1930

State Highway Department,
Salem, Oregon.

RE: Yunker and Wicks Co.
Bonded job

Gentlemen:

We have been advised that Yunker and Wicks and company have been awarded a bonded job, working on the Roosevelt highway, near Florence, Oregon.

We are making deliveries to them of petroleum products, which are being used on this particular job, and wish to determine the following facts. Kindly give us the full description of this particular contract, the amount of same, the name of the bonding company, the amount of the bond and the approximate date of completion.

For your convenience we are enclosing a self addressed stamped envelope. Thanking you in advance for your prompt attention, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Testern

District Manager

LJ PN
enc.

PR144B

November 7, 1929

County Court,
Lane County,
Eugene, Oreg.

Gentlemen:

There is enclosed herewith for your acceptance, a form of resolution covering the cooperation in the cost of construction of the Glenada Section of the Roosevelt Coast Highway in Lane County, the contract for which was awarded to the Yunker Wiecks Company, of Toledo, and is designated as State Highway Contract No. 1126.

It is requested that you sign all copies of this resolution and return three copies to this office. The fourth copy you may retain for your records and files. Upon receipt of the three copies properly executed, we shall be pleased to furnish you with an executed copy of the contract.

It is also respectfully requested that you make this resolution a matter of record in the matters of your county court proceedings.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

PR. 144 B

November 4, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Glenada Section, Project No. 144-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:AP

Oregon State Highway Department Project No. 144-B

GLENADA SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on Contract Prices).

Salem, Oregon, November 4, 1920.

All Required	Clearing and Grubbing		$ 1,581.25
38,000 cu.yds	Excav. Single Classif.	.30	11,400.00
50,000 yd.sta.	Overhaul	.05	2,500.00
1,600 yd.mi	Truck Haul	.20	320.00
575 lin.ft	18" Concrete Pipe	2.00	1,150.00
	Sub-total		$16,951.25
	10% Engr. & Cont.		1,695.12
	Total		$18,646.37

Length of Project - 1.061 miles

Cost per mile - $17,574.33

State Funds Available	$ 7,042.74
Federal Aid Requested	11,603.63
	$18,646.37

State Funds for Construction. Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance - Res. Aug. 7, 1917.

Form 39—D-12237—4M—4-29.

PR 144e

OREG STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Oct. 28-1929, 192

Job name Glenada

Week from Oct 20th to Oct 26th

Mail address Drain

Highway Roosevelt Coast

Telegraph or telephone address Drain

County Lane

Job prefix 30RJ

Express and freight address Drain

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

J.V. Curry, sub contractor on the timber work, is on the ground, and is waiting for lumber and piling to begin work. Wanted us to give him the location of the first bent so he could make necessary arrangements about a driver.

The clearing crew is moving a gas donkey on the job saturday.

Party staked the first bent and referenced from Sta 12 to 48

NOTED

(See back of this sheet for instructions and detailed information)

Signed G. E. Roberts

Title Br. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.20

Miles completed —

Miles completed except finishing —

Total cubic yards in project 44000

Cubic yards moved to date —

Miles covered by contractor's forces —

Miles cross-sectioned —

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 5

Contractor's average force for week — men,

— teams, — steam shovels

Grading work will be completed about May 31st 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 20PJ Percentage 23
2. 10TE Percentage 11
3. 10PM Percentage 43
4. 10PJ-1 Percentage 23

PR144B

October 14, 1929.

Yunker Wiecks & Company,

Toledo, Oregon.

Gentlemen:

We hand you herewith for your record and files an executed copy of the contract which was recently awarded your Company by the State Highway Commission for 1.2 miles grading of the Glenada Section of the Roosevelt Coast Highway in Lane County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. GLAISYER.
Chief Clerk.

HBG:ECH.

PR144B

September 17, 1939.

Memorandum

Mr. Nick Casciato;

In regard to the Glenada job, would say that right at this time we do not have an engineer stationed in that vicinity, hence we are unable to refer you to anyone representing this department. I think, however, that from the sketch map and profile you will be able to find the stakes which have only recently been placed. It is probable also that someone living around Glenada can point out the line to you.

I presume that you know where to turn off for the Florence road. The most direct route is to turn off of the West Side Pacific Highway about a half mile west of Junction City and follow the signs.

RAK:HI

PR 144B

September 19, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans for the Glenada South Section, Project 144-B, five blue print copies of the plans; and one set of original cross-sections are being sent under separate cover.

This project is being submitted with the knowledge that we will be unable to collect any federal aid until a free ferry is provided between Glenada and Florence; nevertheless we desire to have the project approved and at this time enter into a project agreement covering the same so that at such time as the ferry is provided, we will be in a position to request payment of the federal share.

Bids for this project are to be received on September 26.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Encl.

Oregon State Highway Department   Project No. 144-B

GLENADA SOUTH SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, September 17, 1929.

All Required	Clearing and Grubbing		$ 1,200.00
38,000 cu.yds	Excavation, Single Classif.	.40	15,200.00
50,000 yd.sta.	Overhaul	.05	2,500.00
1,600 yd.mi.	Truck Haul	.30	480.00
575 lin.ft	18" Concrete Pipe	2.50	1,437.50
	Sub-total		$20,817.50
	10% Engr. & Cont.		2,081.75
	Total		$22,899.25

Length of Project - 1.061 miles

Cost per mile - $ 21,582.70

State Funds Available - $ 8,649.05

Federal Aid Requested - 14,250.20

$22,899.25

CONTRACT# 1127,

PR 153-A Resurf. & Bet. Materials 1929
Neskowin-Otis

1127

FORM 6

#1129

A. F. COATS LUMBER [illegible]PANY
MANUFACTURERS OF
FIR AND SPRUCE LUMBER
LATH - SHINGLES

TILLAMOOK, OREGON

RECEIVED
NOV 6 1931
OREGON
STATE HIGHWAY COMMIS

November 4, 1931.

PR

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In answer to yours of November 2nd, we wish to advise that the account of Milne & Dussault has been settled to our satisfaction.

We are enclosing a copy of letter from Milne & Dussault, which is self explanatory.

Thanking you for your cooperation, we are

Yours truly,

A. F. COATS LUMBER COMPANY
Wilbur Criswell

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS, AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL. ALL PROPOSALS ARE SUBJ
TO PROMPT ACCEPTANCE. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL CONTRACTS ARE SUBJECT TO THE APPROVAL OF THE GENERAL OFFICE.

Yours very truly,

Milne & Dussault

October 21, 1931.

A. F. Coats Lumber Co.
Tillamook, Oregon

Gentlemen:

Your letter addressed to the State Highway Commission, Salem, Oregon; a copy of which has been forwarded to us here comes as a great surprise to us. We had thought that this account had been taken care of months ago, but upon long distance telephone conversation with our Portland office today, we discovered that it had been overlooked. Please accept our apologies. Nothing of this sort has ever happened to us since our event in the contracting business and our credit rating, if you care to look into it, has always been of the best.

We regret exceedingly that this thing has happened due to the carelessness or oversight of a book keeper who has since left our employ.

Enclosed you will find check to cover.

Yours very truly,

Milne & Dussault

#1127
2182

PR 1539

November 2, 1931

Pacific Indemnity Company
1111 American Bank Building
Portland, Oregon

Attention: Mr. F. Grom

Gentlemen:

I wish to thank you for your letter of the 30th ultimo in which you advise that the claim of the A. F. Coats Lumber Company against Milne & Dussault was settled by Milne & Dussault about October 15th.

I am calling this matter to the attention of the Coats Lumber Company and am asking them to acknowledge the receipt of this payment.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

November 2nd, 1931

A. F. Coats Lumber Company
Tillamook, Oregon

Dear Sir:

I have just received a letter from the Pacific Indemnity Company surety on the bond furnished by Milne & Dussault, highway contractors, to whom the State Highway Commission awarded the contract for the construction of the Neskowin-Otis Section of the Oregon Coast Highway from which I quote the following:

> "Immediately upon receipt of your letter, we got in touch with the bookkeeper of Milne & Dussault, and it is their claim that the A. F. Coats Lumber Company's bill was paid about October 15th, 1931. I went into this matter very carefully with the bookkeeper and he proved to my satisfaction that the bill was paid. He claims that it was just an oversight on their part which caused the delay in making payment to the Coats Lumber Company."

In order to clarify the records will you kindly advise us as to whether or not this claim has been satisfactorily settled.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

PACIFIC INDEMNITY COMPANY

LOS ANGELES

LEE A. PHILLIPS, PRESIDENT

IN REPLY PLEASE REFER TO
FILE NO.________

SWETT & CRAWFORD
UNDERWRITING MANAGERS
DEPARTMENT OF CLAIMS
1111 AMERICAN BANK BLDG.

PORTLAND, OREGON

October 30, 1931

RECEIVED
OCT [illegible] 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

Replying to your letter of October 22nd, in which you notified us that you had received notice from A.F.Coats Lumber Company against the Milne & Dussault for lumber purchased in the amount of $43.20 and used in connection with the regrading and resurfacing of the Neskowin-Otis Section of the Oregon Coast Highway.

" Immediately upon receipt of your letter, we got in touch with the bookkeeper of Milne & Dussault, and it is their claim that the A. F. Coats Lumber Company's bill was paid about October 15th, 1931. I went into this matter very carefully with the bookkeeper and he proved to my satisfaction that the bill was paid. He claims that it was just an oversight on their part which caused the delay in making payment to the Coats Lumber Company.

I believe that you will find this bill is paid, but if there is any further complaint from the Coats Lumber Company, we would appreciate hearing from you.

Yours ve

F. Grom

F. Grom

FG:VH

ANSWERED
H. B. G.

PR 153A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.E.F.A.P.No. 153-A

Post Office Building
Portland, Oregon.

October 28, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer ,

Encl.

By L J Caufield
L. J. Caufield
Highway Engineer.

P.S. Enclosed also is an approved copy of the detail estimate upon which the modified project agreement was based.

Adpr6279

Oregon Emergency Federal Aid Project No. 153, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 1, 1929, by the State Highway Commission of Oregon, and on December 27, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 153, Section A, now designated as Oregon Emergency Federal Aid Project No. 153, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the estimate approved for said Section A to eliminate from the unit price of "Oiling," the cost of crushed stone and rental charge for State-owned equipment, and to show separate items to cover crushed stone for use in the oil treated surfacing; and by reason thereof has requested that the estimate of cost approved for said Section A be reduced from $131,087.00 to $127,312.90, and that the Federal funds approved and set aside to the credit of said Section A be reduced from $81,575.44 to $78,035.55; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), be provided to cover the State's share of the cost of construction, eligible thereto;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate, and the sum of seventy-eight thousand, thirty-five and 55/100 dollars ($78,035.55) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (a) of Article I shall read:

> "(a) By the State, $4,870.25, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

To Article III shall be added paragraph (c) to read:

> "(c) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of seventy-eight thousand, thirty-five and 55/100 dollars ($78,035.55), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty-seven thousand, three hundred twelve and 90/100 dollars ($127,312.90), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 2nd day of October, 1931, and the Secretary of Agriculture on the 16th day of October, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By Wm. H. Hanley
Member, State Highway Commission.

R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 153, Section A.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~

~~locally known as~~

and

designated in the records of this Department as Emergency Federal Aid Project No. 153-A, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $127,512.90 in lieu of the $81,575.44 approved by Certificate of Dec. 27, 1929, as the total estimated cost of said project, and the sum of $78,035.55/ as the share of the United States, payable under said acts on account of such project, which does not exceed the / authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 16th day of October one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

8—4829

#1127
Lincoln + Till.

PR1539

October 22, 1931

Pacific Indemnity Company
Campbell & Hall Inc.
American Bank Building
Portland, Oregon

Gentlemen:

This is to notify you that we have today received a notice of the claim of the A. F. Coats Lumber Company against Milne & Dussault for lumber purchased in the amount of $43.20 and used in connection with the regrading and resurfacing of the Neskowin-Otis Section of the Oregon Coast Highway, state highway contract No. 1127.

This information is given you since you appear as surety on the bond furnished by Milne & Dussault in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

cc Milne & Dussault
1853 E. Broadway
Portland, Oregon

October 22, 1931

A. F. Coats Lumber Company
Tillamook, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 19th instant advising us of your claim in the sum of $43.20 against Milne & Dussault, contractors to whom the State Highway Commission awarded the contract for the regrading and resurfacing of the Neskowin-Otis Section of the Oregon Coast Highway, state highway contract No. 1127.

In connection with this contract Milne & Dussault were required to furnish the state with a surety bond for the protection of claims incurred against the project. This bond was written by the Pacific Indemnity Company for whom Campbell & Hall Inc. are local agents with offices in the American Bank Building, Portland. It is suggested that you take the matter of your claim up with the agents of the bonding company. Should you secure no satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 of the Oregon Laws for 1931, a mimeographed copy of which is inclosed.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

A. F. COATS LUMBER COMPANY

MANUFACTURERS OF

FIR AND SPRUCE LUMBER

LATH **SHINGLES**

TILLAMOOK, OREGON

October 19, 1931.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS OF CARRIERS, AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL. ALL PROPOSALS ARE SUBJECT TO PROMPT ACCEPTANCE. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL CONTRACTS ARE SUBJECT TO THE APPROVAL OF THE GENERAL OFFICE

State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed you will find a statement of the account of Milne & Dussault for lumber purchased Feb. 12, 1931, in the amount of $43.20 and used on the Roosevelt Highway at Neskowin. We would appreciate anything that you might do in the way of collecting or helping us to collect this account. We have written and sent them monthly statements but to date have been unable to get a settlement of their account.

Thanking you for any cooperation and protection you may be able to give us on this account, we are

Yours truly,

A. F. COATS LUMBER COMPANY

By: Wilbur Criswell

WC/s

ANSWERED
H. B. G.

STATEMENT

A. F. COATS LUMBER CO.

MANUFACTURERS OF
FIR AND SPRUCE LUMBER
LATH PHONE 43 **SHINGLES**
TILLAMOOK, OREGON

October 19, 1931

M Milme & Dussault
Neskowin, Oregon

If this statement is not correct, kindly report same at once. Interest charged after 10th of following month at the rate of 8 per cent per annum until paid

BALANCE

75 pcs	3x12 -12' #2 Common	2700		32.40
			Cartage	10.80
				$ 43.20

Date of purchase Feb. 12, 1931

#1157
2106

PR 1539

of your
inclose three
which has been
furnished in
est thereon in
alty in connec-
of the Neskowin-
, contract No.

of this notice
bond.

urs

STATE HIGHWAY COMMISSION

By

Secretary

FW

#1127
2106

PR 1539

September 29, 1931

Hal E. Hoss
Secretary of State
Capital Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 26th instant in which you inclose three certified copies of the notice of claim which has been filed by Randmite Company for materials furnished in the sum of $475.50, together with interest thereon in the sum of $26.91; against Milne & Dussault, in connection with the regrading and resurfacing of the Neskowin-Otis Section of the Oregon Coast Highway, contract No. 1127.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PH

September 29, 1931

Pacific Indemnity Company
Campbell and Hall, Inc.
American Bank Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed by Randanite Company for materials furnished in the sum of $475.50, together with interest thereon in the sum of $26.91, against Milne & Dussault in connection with the contract for the regrading and resurfacing of the Neskowin-Otis Section of the Oregon Coast Highway, contract no. 1127.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc Milne & Dussault
1853 E. Broadway
Portland, Oregon

AL E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
SEP 29 1931
OREGON
STATE HIGHWAY COMMISSION

September 26, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Barry and Morrison, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by Rendanite Company for materials furnished in the sum of $475.50, together with interest thereon in the sum of $26.91, against the bond taken from Milne & Dussault, principals, and Pacific Indemnity Company, surety, for work on the Neskowin-Otis section of the Roosevelt Coast Highway.

We are enclosing herewith for your information and files, a certified copy of this notice together with two addional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

United States of America

STATE OF OREGON

TO

SECRETARY OF STATE OF OREGON

Salem, Oregon

Notice is hereby given that the undersigned RANDANITE COMPANY formerly, PUGET SOUND AND ALASKA POWDER COMPANY has a claim in the sum of $ ---475.50---Four Hundred seventy-five and 50/100 dollars, against MILNE & DUSSAULT (Contractor) and against the bond taken from PACIFIC INDEMNITY COMPANY (Surety) for the work of Construction of Neskowin-Otis section of Roosevelt Coast Highway.

Said claim is for Explosives and Blasting Accessories furnished and used on this work together with interest due to date in the amount of $26.91.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to the above item, undersigned claims the sum of $--125.00--One Hundred twenty-five and no/100 dollars as an attorney's fee, and the sum of $--50.00--Fifty and no/100 dollars to defray costs of said action.

RANDANITE COMPANY

formerly PUGET SOUND AND ALASKA POWDER CO.

By H. G. BEALES
Secretary- Treasurer

Subscribed and sworn to before me this 3rd day of Sept. A. D. 1931.

(SEAL)

EARL H. LATIMER
Notary Public in and for the state of Washington, residing at Seattle, Washington

Endorsed: File No. 1008
Filed September 28, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $475.50, together with interest in the sum of $26.91, against the bond taken from Milne and Dussault, principals, and Pacific Indemnity Company, surety, for work on the Neskowin-Otis section of the Roosevelt Coast Highway, with the original notice filed in the office of the Secretary of State on September 26,1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1931.

Hal E. Hoss

Secretary of State

PR 1539

September 14, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement, covering the Neskowin-Otis Section, Emergency Project No. 153-A. This estimate has been revised and is being submitted for the purpose of securing emergency advance funds for the State's share of cost of oiling the macadam base. We have accordingly excluded the item of equipment rental in computing the estimated cost per square yard for this oiling work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prejest,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 152-A

NESKOWIN-OTIS SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN AND TILLAMOOK COUNTIES

(Estimate basis for project agreement. Based on contract prices.)

Salem, Oregon, Sept. 14, 1931

All Required	Clearing and Grubbing		$ 7,000.00
60,000 cu. yds.	Class "A" Excavation	$0.50	30,000.00
10,000 " "	Class "B" Excavation	.55	5,500.00
34,000 yd. sta.	Overhaul	.04	1,360.00
7,000 yd. mi.	Truck Haul	.20	1,400.00
50 cu. yds.	Class "A" Concrete	30.00	1,500.00
30 cu. yds.	Class "C" Concrete	24.00	720.00
5,000 lbs.	Metal Reinforcement	.08	400.00
200 lin. ft.	12" Concrete Pipe	1.75	350.00
350 " "	18" Concrete Pipe	3.00	1,050.00
100 " "	24" Concrete Pipe	4.00	400.00
20 " "	36" Concrete Pipe	7.00	140.00
17,500 cu. yds.	Sub-base course surfacing	1.05	18,375.00
8,200 " "	Base Course Surfacing	1.05	8,610.00
5,000 " "	Top Course Surfacing	1.05	5,250.00
4,500 " "	Earth Filler	.30	1,350.00
116,000 yd. mi.	Hauling Broken Stone (Truck Measure)	.16	18,560.00
6,500 yd. mi.	Filler Haul	.17	1,105.00
800 cu. yds.	Grade "A" Matls. in Stock Pile	1.00	800.00
1,610 " "	Grade "B" Matls. in Stock Pile	1.00	1,610.00
7,800 yd. mi.	Hauling Broken Stone (Pile Measure)	.18	1,404.00
			$106,884.00
	10% Engr. & Cont.		10,688.40
	Total (Post Road Portion)		$117,572.40

Oiling Macadam Base

115,000 sq. yds.	Oiling (State forces)	.077	(est) 8,855.00
			$ 8,855.00
	10% Engr. & Cont.		885.50
	Total (Emergency Fund Portion)		$ 9,740.50
			$115,739.00
	10% Engr. & Cont.		11,573.90
	Total, all work		$127,312.90

Length of Project, (excluding Bridges)		10.824 miles
Length of Bridge (non-participating)		.115 "
Length of Project, gross		10.939 "
Cost per Mile	$11,762.09	

#1127

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Funds	State Funds
Post Road Portion	$ 117,572.40	$73,165.30 (62.23%)	$ --	$44,407.10
Adv. Fund Portion	9,740.50	4,870.25	4,870.25	--
Total	$ 127,312.90	$78,035.55	$4,870.25	$44,407.10

State funds for construction: Chapter 173, Laws 1917; Chapter 31, Laws 1920.

State funds for maintenance: Chapter 41, Laws 1927.

#1127
21P.G

PR 1538

August 1, 1931

Pacific Indemnity Company,
Campbell & Hall, Inc. Agents,
American Bank Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1127 for the construction of the Neskowin-Otis Section of the Roosevelt Coast Highway in Lincoln and Tillamook Counties, has been completed by the contractors, Milne & Dussault, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 11th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with the above contract. Kindly acknowledge receipt of this notice.

For your information we wish to advise that the total amount paid the above contractors in connection with the above contract will be $155,123.90, including the final payment. Of this amount $4,772.47 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

R 153-A

June 11, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of an analysis of cost for constructing bituminous macadam wearing surface on the Rhododendron-Government Camp Section, Project No. 153-B.

We are likewise enclosing six copies of an analysis of cost for oiling the macadam base on the following projects:

Neskowin-Otis	Project No. 153-A ✓
Pilot Rock-Nye	" No. 155-A
Wapinitia-Maupin Junction......	" No. 102-A
Bear Springs-Wapinitia.........	" No. 102-B
Rock Creek-Valdez Ranch........	" No. 6
Barnhouse Ranch-Picture Gorge.	" No. 154-B

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/KR.

encl.

NESKOWIN-OTIS

Project No. 152-A

(Estimated Cost of Oiling Macadam Base by State Forces)

1. No. 2 Oil

Source - California Bay Districts
Point of Delivery - Grand Ronde

Cost at Source	$10.50 per ton	
Freight	7.10 " "	
Total	$17.60 " "	or $.074 per gal.

Estimated cost of oil per square yard 0.50 gal. at $.074..........$.037

2. Production and Stock Piling of Aggregate (Contract No. 1127)

Grade "A" Matls. in Stock Pile	$ 1.00 per cubic yard
Grade "B" " " " "	1.00 " " "

Cost of Aggregate per square yard:

.007 cu. yds. Grade "A" Matl. at $1.00	$.007
.014 " " " "B" " at 1.00	.014
.068 yd. mi. Haul (Average haul approx. 2.25 miles at 0.18	.012

Cost of Aggregate per square yard.......... $.033

3. Labor, Equipment and Supplies

As per attached statement $649.75 per day

Estimated daily run, 10,000 square yards
Estimated cost per square yard .040 $.065

Estimated total cost for oiling macadam base	$0.141 per sq.yd.
(Used)	$0.14 per sq.yd.

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00	
1	Tender Truck	"	20.00	"	20.00	
3	Tender Truck Trailers	"	5.00	"	15.00	
1	Boiler (2 shifts)	"	5.00	"	10.00	
1	Retort (2 shifts)	"	11.00	"	22.00	
1	Fuel Tank Trailer	"	2.50	"	2.50	
1	Water Tank Trailer	"	2.25	"	2.25	
2	Motor Graders	"	5.25	"	10.50	
2	10-ton Gas Rollers	"	10.00	"	20.00	
5	Dump Trucks	"	11.00	"	55.00	
3	Light Trucks	"	2.50	"	7.50	
2	Ford Cars	"	1.25	"	2.50	
2	Sweepers	"	5.00	"	10.00	
2	Tractors	"	3.50	"	7.00	
2	Loaders	"	15.00	"	30.00	
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00	
		Total				$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day	
Fuel for Boiler and Retort	15.00	"	
Total			$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00	
1	Foreman	"	8.00	"	8.00	
1	Timekeeper	"	5.00	"	5.00	
1	Retort Operator	"	8.00	"	8.00	
2	Boiler Operators	"	7.00	"	14.00	
1	Watchman	"	4.00	"	4.00	
1	Mechanic	"	7.00	"	7.00	
2	Loader Operators	"	8.00	"	16.00	
2	Pitmen	"	5.00	"	10.00	
2	Tractor Drivers	"	6.00	"	12.00	
1	Pilot Car Driver	"	5.00	"	5.00	
8	Truck Drivers	"	6.00	"	48.00	
2	Rollermen	"	7.50	"	15.00	
1	Oil Truck Driver	"	7.00	"	7.00	
1	Leverman	"	6.50	"	6.50	
1	Tender Truck Driver	"	6.00	"	6.00	
2	Grader Operators	"	7.00	"	14.00	
2	Flagmen	"	5.00	"	10.00	
17	Laborers	"	5.00	"	85.00	
		Total				$290.50

Total for Equipment, Labor and Supplies $649.75

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Depreciation	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P. Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

Form 39—E-18703—2M—10-30

PR 1539

NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 27 1931

Job name Neskowin Otis Regrading

Week from April 19 to April 25

Highway Oregon Coast

Mail address Oceanlake, Oregon.

County Tillamook, Lincoln Job prefix 21PG.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Dussault and Milne shovel worked three days removing broken slope at station 298 to 300. material used to widen shoulders uniformly from station 310 back to station 260.

Thursday and XXX XXXXXXX Friday repaired quarry road, removed some broken slope material blocking drainage. Repaired fill at bridge ends. Monday will open channel through quarry site to relieve drainage of Jim creek.

Channel of Neskowin creek should be straightened below the Taggart place while shovel is here.

(See back of this sheet for instructions and detailed information.)

Signed B C Johnson

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1127
210.G

PR153a

April 25, 1931

Campbell & Hall, Inc.
American Bank Building,
Portland, Oregon.

Attention: A. M. Jackson.

Gentlemen:

Receipt is acknowledged of your letter of April 24th with reference to the Milne & Dusseult contract, Neskowin-Otis Section.

Please be advised that this contract was completed on March 7th and the final estimate is now being checked in this office. We expect that final payment will be made within the next thirty days. We will advise you of the final figures when the final payment is made.

We furnished the above information to the Pacific Indemnity Company of Los Angeles on April 23rd.

According to our records Martin & Campbell, Wilcox Bldg., Portland, are the resident agents for the surety company. Will you please advise if we should continue to send correspondence concerning this contract to Martin & Campbell or to you.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

MPBELL & HALL, INC.
- GENERAL INSURANCE -
ELEVENTH FLOOR, AMERICAN BANK BUILDING
PORTLAND, OREGON

AGENCY, INC.
ANNER & CO.
& SONS, INC.

April 24, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: MILNE AND DUSSAULT-
NESKOWIN-OTIS CONTRACT.

We are advised by the above Contractors that this contract has been completed and that some additional work was requested by you which was covered by the bond which we wrote. Therefore, we would appreciate your advising us the additional over the contract price which was $128,792.50, and if this work is completed, that you send to the Pacific Indemnity Company, 621 S. Hope Street, Los Angeles, California, a release of their liability on this bond.

We would appreciate your advices as to the amount of the additional work covered by this bond at your earliest convenience.

Very truly yours,

CAMPBELL & HALL, INC.

By A. M. Jackson

AJ
E

#1127

11153a

PACIFIC INDEMNITY COMPANY
LOS ANGELES

SWETT & CRAWFORD
UNDERWRITING MANAGERS
MARC F DOYLE
MANAGER SURETY DEPARTMENT

LEE A. PHILLIPS, PRESIDENT

621 SOUTH HOPE STREET, LOS ANGELES

April 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Atten: H. B. Glaisyer, Chief Clerk

RE: #29043 - MILNE & DUSSAULT
PORTLAND, OREGON

On October 30, 1930 we sent you a status inquiry relative to the above bond for the construction of Roosevelt Highway in Lincoln and Tillamook counties, Oregon, involving widening and surfacing 10.9 miles. You advised that the contract would be completed October 31, 1930. Since that time, we have sent several inquiries and to date have not received a reply.

As this contract is no doubt completed by this time, we would appreciate your advising the date this contract was accepted, together with the final contract price.

Yours very truly,

J. Chandler
FIDELITY & SURETY

JC

Completed Jan. 7, 1931
Paid to date - $135,888.82
Returned - $9,659.44
Force account $3,860.27

Form 39—E-18703—2M—10-30

PR153a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date April 6, 1931, 193

Job name Neskowin Otis

Regrading and Resurfacing

Highway Oregon Coast

County Tillamook, Lincoln Job prefix 21PG

Week from March 29 to April 4th.

Mail address Oceanlake, Oregon.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party worked in office on final estimate. Did not complete everything. Chainman out two days looking after drainage during heavy storm. Ingels in office.

I was in Portland with Mr Clarke and Dussault and Milne on Friday and Saturday AM. in regard to some items of the final estimate.

Out on line most of the time Tuesday, Wed and Thursady looking after removal of slides.

Dussault's shovel started work Saturday Am April 4th. at station 120 removal of slide. Three state trucks and one private truck.

(See back of this sheet for instructions and detailed information.)

Signed

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... ***men,***

.... ***teams,*** .... ***steam shovels***

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... ***men,***

.... ***teams,*** .... ***trucks***

Pr [illegible] *mplete about* ....

[illegible] *of men in Engineering Party* ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... ***men,***

.... ***teams,*** .... ***trucks***

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR1532

March 24, 1931

Milne & Dussault,
1853 East Broadway,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 1127 - Neskowin-Otis Section of the Roosevelt Coast Highway expired on October 31, 1930.

In order to have our records complete will you kindly send us your application for an extension of time from October 31st, 1930 up to and including the actual date of completion of this contract. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

1127

2-A-1 8-17733 7500 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 5, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. D. Clarke,
Office.

RECEIVED
1931

Dear Sir:

Please be advised that the time limit on the following contracts has expired:

1127 - Milne & Dussault - Neskowin-Otis Section - expired Oct, 31, 1930.

1162 - Dayton Sand & Gravel Co. - Unit 2 - Willamette Rock Production Project - time limit was indefinite.

1219 - R. L. Houck - Approaches to Necanicum & Wahanna Bridges - expired Feb, 15, 1931.

Will you kindly advise which of the above contracts should be extended so that it will not be necessary to hold up the payment of their estimates.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By H B Glaisyer

H, B. Glaisyer,
Secretary.

Dict. by J. McFarland.

1127 Contract completed - final estimate in preparation
Ext of time probably advisable for the record.

1162 No work yet done on resumption of contract -
Matter of ext of time may rest for the time being.

1219 Contract still under way Ext should be required

WDC
3/7

FORM 2-A-1 E-18970 3000 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 4, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. D. Clarke
OFFICE

RECEIVED
MAR 5 1931
OFFICE OF

Dear Sir:

Please be advised that the time limit on the Milne & Dussault contract #1127, Neskowin-Otis Section, expired on October 31, 1930. Will you kindly arrange to have these contractors make application for a further extension of time so that it will not be necessary to hold up the payment of their estimates. Their application must be accompanied by the consent of the surety on the bond furnished in connection with the contract.

Very truly yours
STATE HIGHWAY COMMISSION
By H B Glaisyer
Secretary

JMcF:W

#1127
PR153a

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL $ 3,000,000.00
SURPLUS AND PROFITS $ 4,000,000.00

CABLE ADDRESS
"UNITBANK"

G C. BLOHM
ASSISTANT VICE PRESIDENT

PORTLAND, OREGON

January 21, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

In the latter part of June, 1930 we sent you an assignment signed by Milne & Dussault in favor of this bank for all of the money accruing to them in connection with the contract known as the
"Neskowin-Otis Section of the Roosevelt Coast Highway in the State of Oregon".

We hereby release all interest in the assignment and you may therefore make all payments hereafter to Milne & Dussault.

Yours very truly,

G C Blohm
Assistant Vice-President.

PGVP:H

JAN 22 31

no record of this assignment
or any other assignment on
contract 1127.

#1127
218G

PR 153a

August 19, 1930

United States National Bank
Portland, Oregon

Attention: Mr. Frank S. Meagher
Assistant Vice President

Gentlemen:

This acknowledges receipt of your letter of the 15th instant inclosing a form of assignment given you by Milne & Dussault covering moneys due and to become due them in connection with their contract for the construction of the Neskowin-Otis Section of the Roosevelt Coast Highway in Tillamook County.

The form of assignment as submitted is not in the form acceptable to this department. We have prepared one of our standard forms for Milne & Dussault to sign, which same is inclosed herewith. This should be signed by both Mr. Milne and Mr. Dussault and in addition we should be furnished with a letter from the surety on the bond furnished in connection with this work in which approval is given to the assignment without prejudice to the bond. The assignment can not be honored until this approval has been given.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL $ 3,500,000.00
SURPLUS AND PROFITS $ 4,000,000.00

CABLE ADDRESS
"UNITBANK"

PORTLAND, OREGON

FRANK S. MEAGHER
ASSISTANT VICE PRESIDENT

August 15, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing an assignment, by way of a letter to you, signed by Milne & Dussault - by A. Milne, covering contract on

"The Neskowin-Otis Section of the Roosevelt Coast Highway".

If this form of assignment is sufficient, please remit to the attention of our Note Department.

If you have any additional requirements to make this assignment effective, please advise us at once.

Yours very truly,

F. S. Meagher
Assistant Vice-President.

WPC/M
Enc.

ANSWERED
H. B. G

Portland, Oregon, June 25, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen:

In consideration of certain advances made to the undersigned by The United States National Bank of Portland (Oregon), we do hereby assign to The United States National Bank of Portland (Oregon) all of our right, title and interest in and to our retained percentage now due, or to become due, on a certain contract known as -

"The Neskowin-Otis Section of the Roosevelt Coast Highway in the State of Oregon"

Said contract having been let by the State of Oregon to Milne & Dussault.

This is to authorize the State Highway Commission to pay to The United States National Bank of Portland (Oregon) any and all sums which are now due or which may accrue on this contract.

Milne & Dussault by A. Milne

PR 153-A

March 29, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 5800
Portland, Oregon.

Attention Mr. L. J. Canfield

Dear Sir:

Receipt is acknowledged of your letter of March 28, requesting the estimate covering the work on the Neskowin-Otis Section, Project No. 153-A, for work done to March 15.

We are accordingly enclosing herewith your copy of the estimate requested.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

PLY PLEASE
N TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 28, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- **Attention -- Mr. Nash**

Can you, without inconvenience, send me at once an estimate, form No. 23, to March 20th or 15th for Oregon Federal Aid Project No. 153-A, Neskowin-Otis Section of the Oregon Coast Highway? This information is needed to enable me to complete report of a recent inspection.

Trusting that it will be satisfactory to forward this form now instead of later, I am

Very truly yours,

L. J. Caufield
L. J. CAUFIELD
Highway Engineer.

March 26, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- **Attention -- Mr. Nash**

Can you, without inconvenience, send me at once an estimate, form No. 23, to March 20th for Oregon Federal Aid Project No. 153-A, Neskowin-Otis Section of the Oregon Coast Highway? This information is needed to enable me to complete report of a recent inspection.

Trusting that it will be satisfactory to forward this form now instead of later, I am

Very truly yours,

L. J. CAUFIELD
Highway Engineer.

STENCIL NO. 124 11524

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No Ore.F.A.P. No. 153-A

Post Office Building
Portland, Oregon.

Jan. 13, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L.J.Caufield
Highway Engineer.

Encl.

A4 pr 6279

Form P. R. 2

State Oregon

Project No. 153, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5513

Form P. R. 3

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of December, 1929

by and between the State Highway Commission of Oregon, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of February, 1929, a project statement, which was approved by the Secretary on the 10th day of May, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of September 1929, and approved by the Secretary on the 27th day of December, 1929, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighty-one thousand, five hundred seventy-five and 44/100 dollars ($81,575.44) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(*c*) ----------

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 14+35.5 at Neskowin in Sec.25, T.5 S., R.11 W., W.M., and survey station 597+12.0 at the north end of the Salmon River Bridge at Otis in Sec.29, T.6 S., R.10 W., W.M. (excepting therefrom those portions between stations 159+69 and 159+88, 214+01 and 214+20, 230+67 and 230+86, 245+57 and 245+76, 322+03 and 322+22.2, 445+36 and 447+42, 476+65 and 477+83, and 582+80 and 584+73), terminal points, a distance of 10.824 miles, known locally as the Roosevelt Coast Highway between Coos Bay and Hebo, Tillamook and Lincoln Counties, being Section A of Oregon Federal Aid Project No. 153.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro-rata share

---

method which we propose to use is no different than

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of ~~s~~aid project shall not in any event exceed the sum of eighty-one thousand, five hundred seventy-five and 44/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-one thousand, eighty-seven and 00/100 dollars, the approved total estimated cost of Section A of ~~s~~aid project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

.... (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... (State or county) of .... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, 1927 General Laws of Oregon. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to --

(Official or depository)

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the --,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: --

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the --,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: --

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: --

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 27th day of December, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By --
Member, State Highway Commission
(Title of officer)

By --
(Title of officer)

By --
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 14+35.5 at Neskowin in Sec. 25, T.5 S., R.11 W., W.M., and survey station 697+12.0 at the north end of the Salmon River Bridge at Otis in Sec.29, T.6 S., R.10 W., W.M. (excepting therefrom these portions between stations 159+69 and 159+88, 214+01 and 214+20, 230+67 and 230+86, 245+57 and 245+76, 322+08 and 322+22.2, 445+36 and 447+42, 476+65 and 477+83, and 582+80 and 584+73), locally known as the Roosevelt Coast Highway between Coos Bay and Hebo, Tillamook and Lincoln Counties, and designated in the records of this Department as Section A of Project No. 153, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $131,087.00 as the total estimated cost of Section A of said project, and the sum of $81,575.44 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 27th day of December one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. H. Dunlap
Acting Secretary of Agriculture.

(HB)

FA 153a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 6, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are enclosing herewith, for your files, a copy of the estimate which has been used as the basis of agreement for Oregon Federal Aid Project 153-A.

The work contemplated in connection with this project consists of widening and numerous minor line revisions, surfacing with crushed stone, and a heavy oil surface treatment. Although the plans submitted provide for a considerable reduction of curvature, it is suggested that during construction consideration be given to bettering the minimum radius curvature of 102.3 feet, and the minimum horizontal sight distance of 150 feet.

Very truly yours,

W. H. LYNCH
District Engineer
By: J. A. Elliott
Senior Highway Engineer

Encls.

Copy of this letter given to Charles for his information

FA 53[illegible]

December 27, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box [illegible]
Portland, Oregon.

Dear Sir:

We are referring now to your letter of November 28, in regard to the Neskowin-Otis Project (F.A.Proj. No. 153-B), in which letter you suggest that the surfacing be constructed ahead of the earth shoulders rather than after them, as we propose, it being your thought that it would be better to have the greater width of surfacing at the bottom than at the top.

The objections which we see to the method of construction which you suggest are as follows:

1. The construction of the surfacing in the manner which you propose could not be accomplished with side slopes of less than two or three to one for the reason that the blading and the incorporating of filler materials would tend to crowd the surfacing materials out and distribute them over a greater width than would be desired. This would result in a bottom width of probably twenty-two feet, which of course would require a very considerable amount of extra surfacing materials.

2. The earth shoulder material is more economically placed at the time the regrading work is being performed. On much of the project the width of roadway between the ditch and the edge of the surfacing is too narrow to permit the depositing of the earth shoulder material far enough back to allow for the construction of the surfacing with a feather-edge. As a result, the earth shoulder materials could not be placed at the time the regrading is done, but would have to be hauled in later from more distant sources and at greater expense.

The method which you propose would probably add some strength at the edges of the surfacing, but the condition resulting from the method which we propose to use is no different than obtains when new surfacing is trenched into the subgrade in the usual manner. The cross-section will be practically the same, because the edges of a trench can be very little if any more nearly vertical than can the edges of the earth shoulder, even though the edges of the trench may be shown vertical in the plan. In our opinion it would be no more expensive, and quite as practicable, to obtain the wider base effect on a trenched surfacing as it would be to obtain it on the particular piece of surfacing which we are now discussing, but we do not think that the extra expense would be warranted in either case.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. I

IN YOUR REPLY PLEASE
REFER TO FILE NO. ______

POST OFFICE BUILDING
PORTLAND, OREG.

November 25, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed, for signature and return to this office, are three copies of agreement for Oregon F.A.P. No. 153-A, Neskowin-Otis Section of the Roosevelt Coast Highway, 10.824 miles crushed gravel.

In this connection it has been noted that it is proposed to place the earth shoulders and shape them as shown on the typical section prior to placing surfacing material, the result being that the surfacing will be somewhat wider on top than on the bottom. This procedure will apparently produce rather weak support at the edges. We believe that it would be preferable to windrow the shoulder material on the edges of the roadway, then place the surfacing with the greater width on the bottom, and shape the shoulders last. This should not result in increased cost, as a final shaping of the shoulders will probably be necessary, regardless of the order of construction It would also be desirable to select shoulder material of a permeable nature to insure good subgrade drainage.

Please advise us of your reaction to these suggestions.

Very truly yours,

W. H. LYNCH
District Engineer

By JA Elliott
J. A. Elliott
Sr. Highway Engineer.

Encls.

PR-153-A

November 25, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed, for signature and return to this office, are three copies of agreement for Oregon F.A.P. No. 153-A, Neskowin-Otis Section of the Roosevelt Coast Highway, 10.624 miles crushed gravel.

In this connection it has been noted that it is proposed to place the earth shoulders and shape them as shown on the typical section prior to placing surfacing material, the result being that the surfacing will be somewhat wider on top than on the bottom. This procedure will apparently produce rather weak support at the edges. We believe that it would be preferable to windrow the shoulder material on the edges of the roadway, then place the surfacing with the greater width on the bottom, and shape the shoulders last. This should not result in increased cost, as a final shaping of the shoulders will probably be necessary, regardless of the order of construction It would also be desirable to select shoulder material of a permeable nature to insure good subgrade drainage.

Please advise us of your reaction to these suggestions.

Very truly yours,

W. H. LYNCH
District Engineer

By ____________ ______
J. A. Elliott
Sr. Highway Engineer.

Encls.

PR153a

November 6, 1929

Mr. Robert T. Bloodsworth,
Resident Engineer,
Bureau of Public Roads,
Salmon River Project.

My dear Bob:

This letter will be handed to you by Mr. Fred Slate of Albany, who has a subcontract from Milne & Dussault for some grade widening on our project between Neskowin and Otis. He is taking in a Keystone excavator from Grand Ronde and desires to take it over the Salmon River Road because that is the shortest and most direct road in there. His shovel man has looked over the route and has made arrangements to take the shovel around the old bridges on the county section.

I would consider it a personal favor if you will permit Mr. Slate to take his shovel over the Government section now under construction between the Tillamook County line and the east end of the county work. I am quite sure that his machine will not tear up your gravel surface to any extent, but in any event, Mr. Slate will give you his personal assurance that he will arrange for reblading the rock surface road if such should be necessary, and you can rely upon what he tells you.

Mr. Slate is very anxious to get his excavator in there at once to take advantage of the good weather.

Very truly yours,

State Highway Engineer.

RAK:HI

PR153a

Form 19—D-13337—4M—4-29.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Nov 4 1929

Job name Neskowin-Otis

Week from Oct 27 to Nov 2

Mail address Ocean Lake Ore

Highway Roosevelt Coast

Telegraph or telephone address " "

County Tillamook ~~Lincoln~~

Job prefix 21PG

Express and freight address Tillamook

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

On Monday and Tuesday party set slope stakes [illegible] station 71 and 87 and staked pipe [illegible] up to station 130.

Wed. and Thursday set grades on Salmon River road.

Friday and Saturday set slope stakes Sta 87-95 and 360-368

P & H shovel worked on cut Sta 70-74 and fill from Sta 84-87. Fill 75 completed.

Clearing proceeded in good shape from Sta [illegible]-102 and from Sta 324-440.

Weather fair and warm all week

RECEIVED
NOV 8 1929
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 10.9

Miles completed —

Miles completed except finishing —

Total cubic yards in project 70000

Cubic yards moved to date 8800

Miles covered by contractor's forces Grading 1.0 Clearing 5.0

Miles cross-sectioned 1.3

Miles cross-sections completed and checked —

Miles to be remeasured 10.9

Number men in Engineering Party 5

Contractor's average force for week 40 *men,*

3 *teams,* 1 Gas ~~*steam*~~ *shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 21PG *Percentage* 66
2. 27TA *Percentage* 34
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 152a

November 4, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Neskowin-Otis Section, Project No. 152-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

G. H. Probert
Office Engineer

JHW:AP

Oregon State Highway Department

Project No. 155-A

NESKOWIN-OTIS SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN AND TILLAMOOK COUNTIES

(Estimate basis for project agreement. Based on contract prices.)

Salem, Oregon, NOvember 4, 1920.

All Required	Clearing and Grubbing		$ 7,000.00
60,000 cu.yds	Class "A" Excavation	.50	30,000.00
10,000 cu.yds	Class "B" Excavation	.55	5,500.00
34,000 yd.sta.	Overhaul	.04	1,360.00
7,000 yd.mi	Truck Haul	.20	1,400.00
50 cu.yds	Class "A" Concrete	30.00	1,500.00
30 cu.yds	Class "C" Concrete	24.00	720.00
5,000 lbs	Metal Reinforcement	.08	400.00
200 lin.ft	12" Concrete Pipe	1.75	350.00
350 lin.ft	18" Concrete Pipe	3.00	1,050.00
100 lin.ft	24" Concrete Pipe	4.00	400.00
20 lin.ft	36" Concrete Pipe	7.00	140.00
17,500 cu.yds	Sub-base course surfacing	1.05	18,375.00
8,200 cu.yds	Base Course Surfacing	1.05	8,610.00
5,000 cu.yds	Top course surfacing	1.05	5,250.00
4,500 cu.yds	Earth Filler	.30	1,350.00
116,000 yd.mi	Hauling Br. Stone (Tr. Meas)	.16	15,560.00
6,500 yd.mi	Filler Haul	.17	1,105.00
115,000 sq.yds	Oiling (State Force)	.14	16,100.00
	Sub-total		$116,170.00
	10% Engr. & Cont.		11,617.00
	Total		$127,787.00

Length of Project (excl. Brs.) 10.824 miles
Length of Bridges (non participating) 0.115 miles
Length of Project (gross) 10.939 miles

Cost per mile $ 11,805.90

State Funds Available $ 48,[illegible]
Federal Aid Requested 79,321.85

$ 127,787.00

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920
State Funds for Maintenance - Res. Aug. 7, 1917; Chapter 237, Laws 1917.

PR153a

[illegible]

October 15, 1929.

Standard Oil Company of California,

Portland, Ore.

Gentlemen:

Replying to your inquiry of the 14th inst., concerning the Purple Trucking Company, wish to say that this company does not hold a contract with the State Highway Commission. The job that you refer to is the regrading and resurfacing of the Neskowin-Otis Section of the Roosevelt Coast Highway in Lincoln and Tillamook Counties, consisting of 10.94 miles of work.

This job was awarded by the State Highway Commission to Milne and Dussault on September 26, 1929, being state highway contract #1127.

The amount of the contract is $128,792.50, and the amount of the bond is $64,396.25.

This bond was written by the Pacific Indemnity Company for whom Martin and Campbell are local agents with offices in Portland.

The time limit specified in the contract for the completion of this work is October 31, 1930.

If the Purple Trucking Company is connected with this work it is no doubt in the capacity of sub-contractors.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. GLAISYER,
Chief Clerk.

HBG:ECH.

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

Oct. 14, 1929.

Purple Trucking Co.

State of Oregon Highway Comm.,
Salem, Oregon.

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

We understand that the above concern has been awarded the contract for widening, grading and graveling 9 miles of highway from Neskowin to Taft, known as Job No. 21 P.G. We are furnishing Petroleum products to be used in connection with this work and require the following information to complete our records:

Description and location of the work
Amount of the contract
Name and address of bondsmen furnishing the
materialmen bond
Amount of the bond
Time limit to the contractors
Estimate of when the job will be completed.

We wish to thank you for furnishing this information and for your convenience in replying we enclose a self-addressed, stamped envelope.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By

CDE:LP

[illegible]
H. B. C.

PR153a

October 14, 1929.

Milne and Dussault,
1853 East Broadway,
Portland, Ore.

Gentlemen:

We hand you herewith for your record and files an executed copy of the contract which was recently awarded your company by the State Highway Commission for 10.94 miles regrading and resurfacing of the Neskowin-Otis Section of the Roosevelt Coast Highway in Lincoln and Tillamook County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. GLAISYER,
Chief Clerk.

HBG:ECH.

PR153a

October 8, 1929.

Union Oil Company of California,
602-621 Yeon Building,
Portland, Ore.

Dussault
Portland

Gentlemen: Attention - Mr. C. L. Tostevin.
District Sales Manager.

Replying to your inquiry of the 5th inst., concerning Salt and McMillian, wish to say that we have no contractors on our list by this name. The work that was contracted by the State Highway Commission a short time ago in the vicinity of Otis, was awarded to contractors by the name of Milne and Dussault, of Portland. No doubt this is the contractor you have in mind, and the information that we give you below concerning this particular contract:

The work calls for the regrading and resurfacing of the Neskowin-Otis section of the Roosevelt Highway in Lincoln and Tillamook Counties, 10.94 miles in length.

The amount of the contract is $128,792.50. The amount of the bond is $64,396.25. This bond was written by the Pacific Indemnity Company for whom Martin and Campbell are local agents.

Specified date of completion is October 31, 1930. This is State Highway contract # 1127.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG-DCH.

IN REPLY GIVE No.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

October 5, 1929

Milne + Dussault
Portland

Highway Department,
State of Oregon,
Salem, Ore.

RE: Salt and McMillian
Portland, Oregon

Gentlemen:

We have been advised that Salt and McMillian are working on a State contract job at Otis on the Roosevelt Highway.

We wish you would kindly furnish us the details regarding this particular job, the name of the bonding company, the approximate amount of the bond, and the date work will be completed.

For your convenience we are enclosing a stamped, self addressed envelope, asking that you furnish us a prompt reply to our inquiry. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin

District Sales Manager

Pacific Indemnity Co
Martin & Campbell

LC PM
enc.

Neskowin - Otis, [illegible]
10.94 miles regrade & resurface
Contract # 1127 - [illegible]
[illegible] $128,192.50

[illegible] OCT 7 - 1929

ANSWERED
H. B. G.

PR 153a

September 23, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In line with our conversation by telephone with Mr. Davis, we are submitting herewith a revised estimate for the Neskowin-Otis Project (F. A. Project 153-A), in which estimate we have included the cost of oiling.

We are also submitting herewith copies of the cost analyses for the broken stone surfacing and for the oiling, and copies of the specifications for the oiling work.

Under separate cover we are sending five blue print copies of the typical cross-section sheet which sheet has been revised to show the oil treatment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Encls.

Oregon State Highway Department Project No. 155-A

NESKOWIN-OTIS SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN & TILLAMOOK COUNTIES

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, Sept. 25, 1929.

All Required		Clearing and Grubbing		$14,140.00
60,000	cu.yds	Class "A" Excavation	.45	27,000.00
10,000	cu.yds	Class "B" Excavation	1.00	10,000.00
34,000	yd.sta.	Overhaul	.03	1,020.00
7,000	yd.mi.	Truck Haul	.18	1,260.00
50	cu.yds	Class "A" Concrete	25.00	1,250.00
30	cu.yds	Class "C" Concrete	25.00	750.00
5,000	lbs	Metal Reinforcement	.05	250.00
200	lin.ft	12" Concrete Pipe	1.50	300.00
350	lin.ft	18" Concrete Pipe	2.50	875.00
100	lin.ft	24" Concrete Pipe	4.50	450.00
20	lin.ft	36" Concrete Pipe	7.50	150.00
17,500	cu.yds	Sub-base Course Surfacing	1.29	22,575.00
8,200	cu.yds	Base Course Surfacing	1.34	10,988.00
5,000	cu.yds	Top Course Surfacing	1.48	7,400.00
4,500	cu.yds	Earth Filler	.75	3,375.00
116,000	yd.mi.	Hauling Br. Stone, Tr. Meas.	.16	18,560.00
6,500	yd.mi.	Filler Haul	.20	1,300.00
115,000	sq.yds	Oiling	.14	16,100.00
		Sub-total		$137,743.00
		10% Engr. & Cont.		13,774.30
		Total		$151,517.30

Length of Project (excl. bridges) 10.824 miles
Length of Bridges over 20' span 0.115 miles (non participating)
Length of Project (gross) 10.939 miles

Cost per mile $13,998.27

State Funds Available	$ 57,228.09
Federal Aid Requested	94,289.21
	$ 151,517.30

Oregon State Highway Department Project No. 153-A

NESKOWIN-OTIS SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN & TILLAMOOK COUNTIES

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, Sept. 25, 1929.

All Required	Clearing and Grubbing		$14,140.00
60,000 cu.yds	Class "A" Excavation	.45	27,000.00
10,000 cu.yds	Class "B" Excavation	1.00	10,000.00
34,000 yd.sta.	Overhaul	.03	1,020.00
7,000 yd.mi.	Truck Haul	.18	1,260.00
50 cu.yds	Class "A" Concrete	25.00	1,250.00
30 cu.yds	Class "C" Concrete	25.00	750.00
5,000 lbs	Metal Reinforcement	.05	250.00
200 lin.ft	12" Concrete Pipe	1.50	300.00
350 lin.ft	18" Concrete Pipe	2.50	875.00
100 lin.ft	24" Concrete Pipe	4.50	450.00
20 lin.ft	36" Concrete Pipe	7.50	150.00
17,500 cu.yds	Sub-base Course Surfacing	1.29	22,575.00
8,200 cu.yds	Base Course Surfacing	1.34	10,988.00
5,000 cu.yds	Top Course Surfacing	1.48	7,400.00
4,500 cu.yds	Earth Filler	.75	3,375.00
116,000 yd.mi.	Hauling Br. Stone, Tr. Meas.	.16	18,560.00
6,500 yd.mi.	Filler Haul	.20	1,300.00
115,000 sq.yds	Oiling	.14	16,100.00
	Sub-total		$137,743.00
	10% Engr. & Cont.		13,774.30
	Total		$151,517.30

Length of Project (excl. bridges) 10.824 miles
Length of Bridges over 20' span 0.115 miles (non participating)
Length of Project (gross) 10.939 miles

Cost per mile $13,998.27

State Funds Available	$ 57,228.09
Federal Aid Requested	94,289.21
	$ 151,517.30

COST ANALYSES

[illegible] SECTION

Federal Aid Project No. 153-A

1. Broken Stone Surfacing

Items	Cost per Cu.Yd.
Set-up	$ .11
Quarry & Crush	.62
Preparation of Subgrade	.04
Place and Finish	.28
Overhead & Superintendence	.11
	$ 1.16
15% Profit	.17
Average price	$ 1.33

2. Oiling

Items	Cost per Sq.Yd.
No. 3 Oil (0.5 gal @ .0744)	$ 0.037
Rock (0.021 cu.yd @ $1.68)	0.035
Heating, hauling, & spreading oil	0.021
Loading, hauling, spreading & rolling rock	[illegible]
Preparation of base	0.007
Moving & setting-up plant	0.004
Traffic control	0.002
Supervision	0.002
	$ 0.140

COST ANALYSES

NESKOWIN-OTIS SECTION

Federal Aid Project No. 153-A

1. Broken Stone Surfacing

Items	Cost per Cu.Yd.
Set-up	$ .11
Quarry & Crush	.62
Preparation of Subgrade	.04
Place and Finish	.28
Overhead & Superintendence	.11
	$ 1.16
15% Profit	.17
Average price	$ 1.33

2. Oiling

Items	Cost per Sq.Yd.
No. 3 Oil (0.5 gal @ .0744)	$ 0.037
Rock (0.021 cu.yd @ $1.65)	0.035
Heating, hauling, & spreading oil	0.021
Loading, hauling, spreading & rolling rock	0.032
Preparation of base	0.007
Moving & setting-up plant	0.004
Traffic control	0.002
Supervision	0.002
	$ 0.140

SPECIFICATION FOR OILING OF MACADAM BASE

NESKOWIN-OTIS SECTION

Federal Aid Proj. No. 153-A

1. **Description:** - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. **Width:** - 18 feet with extra width as required.

3. **Size of Aggregates:** -
   Grade "B" - 3/4 to 1/2 inch
   Grade "A" - 1/2 to 1/8 inch

4. **Oil:** - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Construction Procedure:** - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

   c. Apply No. 3 oil at a rate of one-quarter gallon per square yard.

   d. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard.

   e. After the No. 3 oil has hardened and become dry, make a second application of No. 3 oil, one-quarter gallon per square yard.

   f. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while the brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard. Continue brooming and rolling until the surfacing is thoroughly compacted.

6. **Correction of Defects:** - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

SPECIFICATION FOR OILING OF MACADAM BASE

NESKOWIN-OTIS SECTION

Federal Aid Proj. No. 153-A

1. **Description:** - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. **Width:** - 18 feet with extra width as required.

3. **Size of Aggregates:** -

Grade "B"	-	3/4 to 1/2 inch
Grade "A"	-	1/2 to 1/8 inch

4. **Oil:** - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Construction Procedure:** - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

   c. Apply No. 3 oil at a rate of one-quarter gallon per square yard.

   d. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard.

   e. After the No. 3 oil has hardened and become dry, make a second application of No. 3 oil, one-quarter gallon per square yard.

   f. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while the brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard. Continue brooming and rolling until the surfacing is thoroughly compacted.

6. **Correction of Defects:** - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

CONTRACT# 11301

PR 156-B Rhododendron Inn-Government 1929
Camp Sec.

1130

[illegible]
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 30, 1932.

IN REPLY PLEASE
REFER TO FILE NO.
GR 156-B

MEMORANDUM TO

Mr. R. V. Hollenberg:

The federal aid voucher submitted for Project No. 156-B for the period from August 16, 1930, to November 12, 1930, was submitted for the amount of $32,300.68. The payment made for this voucher, however, was for the amount of $27,948.28, making a reduction of $4,352.40. This reduction was occasioned for the reason that payment for the item of oiling, which item appears in the voucher, was not allowed by the Bureau, and the voucher, accordingly, was reduced by them for their pro-rata share of this oiling work. The cost of the oiling work as shown by the voucher was $7,020.00, and the Bureau's share for this amount would be $4,352.40.

JWNash
J. W. Nash.

f. 386

PP 156 B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.E.F.A.P. 156-B

Post Office Building
Portland, Oregon.

Oct.28, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By
L. J. Caufield
Highway Engineer.

P.S. Enclosed also is an approved copy of the detail estimate upon which the modified project agreement was based.

A4pr 6651

Oregon Emergency Federal Aid Project No. 156, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 11, 1930, by the State Highway Commission of Oregon, and on March 21, 1930, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on January 15, 1931, by the said State Highway Commission, and on January 30, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 156, Section B, now designated as Oregon Emergency Federal Aid Project No. 156, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the estimate approved for said project to eliminate the rental charge for State-owned equipment from the unit price of "Construction of Wearing Surface"; and by reason thereof has requested that the estimate of cost approved for said Section B be reduced from $130,244.40 to $120,679.90, and that the Federal funds approved and set aside to the credit of said Section B be reduced from $81,051.09 to $71,685.52; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), be provided to cover the State's share of the cost of construction, eligible thereto;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the estimate approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of seventy-one thousand, six hundred eighty-five and 52/100 dollars ($71,685.52) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (a) of Article I shall read:

> "(a) By the State, $13,955.70, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds,' together with any additional amount necessary to cover the State's share of the cost of construction shall be met from sale of bonds authorized by Legislature under Chap. 175, Laws of 1917, and Chap. 21 , Laws of 1920."

To Article III shall be added paragraph (e) to read:

> "(e) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions

of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of seventy-one thousand, six hundred eighty-five and 52/100 dollars ($71,685.52), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty thousand, six hundred seventy-nine and 90/100 dollars ($120,679.90), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 30th day of September, 1931, and the Secretary of Agriculture on the 16th day of October, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By ____________________
Chairman, State Highway Commission

By C. K. Spaulding
Member, State Highway Commission

By Wm Hanley
Member, State Highway Commission.

Cmg R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 156, Section B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~

~~locally known as~~

and designated in the records of this Department as Emergency Federal Aid Project No. 156-E, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $120,679.90 in lieu of the $81,051.09 approved by Certificate of Jan. 30, 1931, as the total estimated cost of said project, and the sum of $71,685.52 / as the share of the United States, payable under said acts on account of such project, which does not exceed the / authorized Federal pro rata share ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 16th day of October one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

CWS

PR156B

Oct. 7, 1931.

Mr. H. B. Glaisyer, Secretary,

O F F I C E.

Dear Sir:

In order to expedite the collection of federal aid in connection with the Rhododendron Inn-Government Camp Resurfacing Project (F. A. Proj. No. 156-B), please arrange for a time extension for Contract No. 1130.

This contract was held by the Merriam Trucking Co., 391 E. Sixth Street., Portland. The specified date of completion was October 31, 1930. The actual date of completion was November 12, 1930.

Very truly yours,

S. H. Probert,
Office Engineer.

SHP:WC

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

October 1, 1931

J. C. Ainsworth

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

As the re-surfacing contract on Oregon Emergency Federal Aid Project No. 156-B overran the specified date of completion, we would like to be advised of any action taken in connection with an extension of time.

We are holding the final voucher submitted Sept. 26, 1931, in the amount of $37,887.24 until we have received copies of the minutes of the Highway Commission relative to this matter.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Date of compl Oct 31st
" " finish Nov 12th

Rhododendron [illegible] Gov. Camp

Copies of minutes sent
to Bureau 10/22/31

PR156B

September 14, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, covering the Rhododendron-Government Camp Section, Emergency Project No. 156-B. This estimate has been revised for the purpose of securing emergency advance funds for the State's share of cost for the construction of bituminous macadam wearing surface. Accordingly, the item of equipment rental has been excluded from the cost of constructing the wearing surface.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 156-B

RHODODENDRON-GOVERNMENT CAMP SECTION
OF THE MT. HOOD HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid and agreed prices for resurfacing and stock piled materials and estimated costs for constructing bituminous wearing surface.)

Salem, Oregon, Sept. 14, 1931.

Resurfacing

3,500 cu. yds.	Sub-base Course Surf. (2½" - 1½")	$1.15	low bid	$4,025.00
3,250 " "	Base Course Surfacing (1½" - 1")	1.15	" "	3,737.50
14,000 " "	Combined subbase and base surf.	1.15	Agr.Price	16,100.00
1,750 " "	Top Course Surfacing (1" - 1/8")	1.15	low bid	2,012.50
3,500 " "	Top Course Surfacing(1" - ½")	1.15	Agr.Price	4,025.00
1,000 " "	Screen Rejection Filler (1/8" - 0")	0.50	low bid	500.00
2,500 " "	Screen Rejection Filler (¼" - 1/8")	0.85	Agr.Price	2,125.00
2,000 " "	Screened Gravel Filler	0.50	low bid	1,000.00
6,000 " "	Earth Shoulder Construction	0.50	" "	3,000.00
98,000 yd. mi.	Hauling Broken Stone (truck meas.)	0.16	" "	15,680.00
110,000 sq. yds.	Sprinkling (State forces)	0.03	est.	3,300.00
110,000 sq. yds.	Oiling (State forces)	0.13	"	14,300.00

Bituminous Macadam Wearing Surface

2,200 cu. yds.	Grade "A" Materials in Stock Pile	$ 1.15	low bid	$2,530.00
1,700 " "	Grade "B" " " " "	1.15	" "	1,955.00
5,000 " "	Grade "C" " " " "	1.15	" "	5,750.00
17,000 yd. mi.	Hauling Broken Stone (Pile Meas)	0.18	" "	3,060.00
550 cu. yds.	Fine Screenings (stock piling)	0.10	" "	55.00
				$84,335.00
	10% Engr. & Cont.			8,433.50
	Total (Post Road Portion)			$92,768.50

Construction of Bit. Macadam Wearing Surface

144,000 gals.	No. 3 Oil (F.O.B. Boring)	$ 0.076	est.	$10,944.00
9,250 cu. yds.	Constr. Bit. Wearing Surf. (State Forces)	1.56	"	14,430.00
				$25,374.00
	10% Engr. & Cont.			2,537.40
	Total (Emerg. Fund Portion)			$27,911.40
				$ 109,709.00
	10% Engr. & Cont.			10,970.90
	Total, all work			$ 120,679.90

Type I Roadway (Sta. 521+00 west to Sta. 4+00 West)

Post Road Portion, 92.4% of $92,766.50	$85,718.09
Advance Fund Portion, 92.4% of $27,911.40	25,790.13
Total - - - - -	$111,508.22

Type II Roadway (Sta. 4+00 west to Sta. 27+00 East)

Post Road Portion, 7.6% of $92,766.50	$ 7,050.41
Advance Fund Portion, 7.6% of $27,911.40	2,121.27
Total- - - - -	$ 9,171.68

Length, Type I, Roadway	9.600 miles
Length, Type II "	0.589 "
Total	10.189 "

(Note: - Length of Project includes non-participating bridges on roadway as surfacing will be carried across them.)

Cost per mile, Type I Roadway, $11,615.43
Cost per mile, Type II " , $15,571.61

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Funds	State Funds
Type I. Roadway				
Post Road Portion	$85,718.09	$53,342.36 (62.23%)	$ - -	$32,375.73
Adv. Fund Portion	25,790.13	12,895.06	12,895.07	- -
	$111,508.22	$66,237.42	$12,895.07	$32,375.73
Type II. Roadway				
Post Road Portion	$ 7,050.41	$ 4,387.47 (62.23%)	$ - -	$ 2,662.94
Adv. Fund Portion	2,121.27	1,060.63	1,060.64	- -
	$ 9,171.68	$ 5,448.10	$ 1,060.64	$ 2,662.94
Total,	$120,679.90	$71,685.52	$13,955.71	$35,038.67

State funds for construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for maintenance: Chapter 41, Laws 1927.

RHODODENDRON-GOVERNMENT CAMP

PROJECT NO. 156-B

Type I Roadway (Sta. 521+00 West to Sta. 4+00 West)

Length	9.600 Miles	
Width of Roadway	18 Feet	
Square Yards of Roadway	101,376	(92.4%)

Type II Roadway, (Sta. 4+00 West to Sta. 27+00 East)

Length	0.589 Miles	
Width of Roadway	24 Feet	
Square Yards of Roadway	8,293	(07.6%)

PR 156 CD

June 11, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of an analysis of cost for constructing bituminous macadam wearing surface on the Rhododendron-Government Camp Section, Project No. 156-B.

We are likewise enclosing six copies of an analysis of cost for oiling the macadam base on the following projects:

[illegible]	Project	No. 151-A
Pilot Rock-Nye	"	No. 153-A
Wapinitia-Maupin Junction........	"	No. 155-A
Bear Springs-Wapinitia........	"	No. 168-B
Rock Creek-[illegible]......	"	No. 6
Barnhouse Ranch-Picture Gorge.	"	No. 134-D

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

C. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ah.

encl.

RHODODENDRON-GOVERNMENT CAMP

Project No. 189-B

(Estimated cost of constructing Bituminous Macadam Wearing Surface by State Forces.)

1. No. 2 Oil

Source,	California Bay Districts	
Point of Delivery,	Boring	
Cost at Source	$10.50 per ton	
Freight	7.40 "	
Total	$17.90 per ton or $.075/ per gal.	
(Used)		$0.076

2. Constructing Bituminous Macadam Wearing Surface

Labor, Equipment and Supplies as per attached Statement, $648.75 per day.

Estimated daily run, 260 cu. yds. of Mineral Aggregate.

Estimated cost per cubic yard for Constructing Wearing Surface, $2.495

(Used) $2.50 per cubic yard

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at $25.00	per day	$25.00	
1	Tender Truck	" 20.00	"	20.00	
3	Tender Truck Trailers	" 5.00	"	15.00	
1	Boiler (2 shifts)	" 5.00	"	10.00	
1	Retort (2 shifts)	" 11.00	"	22.00	
1	Fuel Tank Trailer	" 2.50	"	2.50	
1	Water Tank Trailer	" 2.25	"	2.25	
2	Motor Graders	" 5.25	"	10.50	
2	10-ton Gas Rollers	" 10.00	"	20.00	
5	Dump Trucks	" 11.00	"	55.00	
3	Light Trucks	" 2.50	"	7.50	
2	Ford Cars	" 1.25	"	2.50	
2	Sweepers	" 5.00	"	10.00	
2	Tractors	" 3.50	"	7.00	
2	Loaders	" 15.00	"	30.00	
1	Flat Bed 10-ton Trailer	" 10.00	"	10.00	
		Total			$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day	
Fuel for Boiler and Retort	15.00	"	
Total			$115.00

LABOR

1	Superintendent	at $10.00	per day	$10.00	
1	Foreman	" 8.00	"	8.00	
1	Timekeeper	" 5.00	"	5.00	
1	Retort Operator	" 8.00	"	8.00	
2	Boiler Operators	" 7.00	"	14.00	
1	Watchman	" 4.00	"	4.00	
1	Mechanic	" 7.00	"	7.00	
2	Loader Operators	" 8.00	"	16.00	
2	Pitmen	" 5.00	"	10.00	
2	Tractor Drivers	" 6.00	"	12.00	
1	Pilot Car Driver	" 5.00	"	5.00	
8	Truck Drivers	" 6.00	"	48.00	
2	Rollermen	" 7.50	"	15.00	
1	Oil Truck Driver	" 7.00	"	7.00	
1	Leverman	" 6.50	"	6.50	
1	Tender Truck Driver	" 6.00	"	6.00	
2	Grader Operators	" 7.00	"	14.00	
2	Flagmen	" 5.00	"	10.00	
17	Laborers	" 5.00	"	85.00	
		Total			$290.50

Total for Equipment, Labor and Supplies $649.75

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Deprecia-tion	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5300	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P. Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

PR 156 B

April 8, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of an analysis of cost, covering oil treatment on the Rhododendron-Government Camp Section, Project No. 156-B. This analysis has been prepared in accordance with the sample copy which was sent to us from your office.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/EH.

encl.

RHODODENDRON-GOVERNMENT CAMP

Oil Treatment-Mix Method

Project No. 186-E

Oil

Source	Willbridge	Per	Gal.
Delivery	Boring	"	"
Cost at Source	0.080	"	"
Freight	0.004	"	"
Total	0.084	"	"

Supplies

Gasoline, Oil, Grease	$85.00	Per	Day
Fuel Oil for Boiler	10.00	"	"
	$95.00	"	"

Labor

Superintendent	$10.00	Per	Day
Foreman	6.00	"	"
Timekeeper	5.00	"	"
Boiler Operator Day	7.00	"	"
Boiler Operator Night	7.00	"	"
4 Grader Operators at $6.75	27.00	"	"
2 Men on Distributor at $9.00	18.00	"	"
1 Tender Truck Operator at $8.00	8.00	"	"
1 Roller Man	6.00	"	"
2 Flagmen at $6.00	12.00	"	"
1 Pilot Car Driver	5.00	"	"
1 Service Truck Driver	6.00	"	"
1 Dump Truck Driver	6.00	"	"
5 Laborers at $5.00	25.00	"	"
1 Tractor Operator	6.00	"	"
	$154.00		

Rental

Oil Distributor	$ 25.00	Per	Day
Oil Tender Truck	20.00	"	"
2 Tender Trailers at $5.00	10.00	"	"
Boiler, 2 shifts at $5.00	10.00	"	"
3 Motor Patrols at $5.75	17.25	"	"
1 - 2½ Ton Dump Truck	11.00	"	"
1 Light Truck	2.50	"	"
1 Roller	10.00	"	"
2 Ford Cars at $1.25	2.50	"	"

1 Grader — $ 2.50 Per Day
1 Tractor and Harrow — 6.00 " "

$116.50

Total Equipment, Labor and Supplies — $368.50

Estimated Daily Run 4,000 sq. yds.

Estimated Cost of Equipment, Labor & Supplies per sq. yd. - - - - - - - - - - - $0.098

Estimated Cost of Oil at 1 gal. per sq. yd. - - - - - - - - - - - - 0.030

Total — $0.128

Use — $0.13

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Deprecia-tion	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1300	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P. Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

1 P 156B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 156-B

Post Office Building
Portland, Oregon.

Feb. 20, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

P S. There is also enclosed an approved copy of the estimate upon which was based the modified project agreement.

L.J.C.

A47r 6651

Oregon Federal Aid Project No. 156, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 11, 1930, by the State Highway Commission of Oregon, and on March 21, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 156, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the specifications and estimate approved for said Section B to provide for the substitution of "Combined sub-base and base surfacing" for a portion of the "Sub-base course surfacing" and "Base course surfacing" previously provided, to provide for changes in the sizes of "Top course surfacing" and "Screen rejection filler," and to provide for increases in the quantities of "Screen rejection filler," and "Hauling broken stone (truck measure)," found necessary during the progress of construction work; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $111,613.70 to $130,244.40, and that the Federal funds approved and set aside to the credit of said Section B be increased from $69,457.20 to $81,051.09:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of

Agriculture that the specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-one thousand, fifty-one and 09/100 dollars ($81,051.09) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of eighty-one thousand, fifty-one and 09/100 dollars ($81,051.09), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty thousand, two hundred forty-four and 40/100 dollars ($130,244.40), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of January, 1931, and the Secretary of Agriculture on the 30th day of January, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By____________________
Chairman, State Highway Commission

By C E Gates
Member, State Highway Commission

By M A Lynch
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 156, Section B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 521+00 in Sec. 11, T.3 S., R.7 E., W.M., and survey station 27+00 in the N.W.¼ of Sec. 24, T.3 S., R.8½ E., W.M., at Government Camp, locally known as the Rhododendron-Government Camp Section of the Mt. Hood Highway between Sandy and Government Camp, Clackamas County, and designated in the records of this Department as Section B of Project No. 156, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $130,244.40 in lieu of the $69,457.20 approved by Certificate of March 21, 1930, as the total estimated ~~cost of said~~ Section B of project, and the sum of $81,051.09 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the ~~per cent~~ authorised Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of January one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4689

#1130
3PG

PR 1568

January 19, 1931

B. A. Green
Attorney and Counselor
1003 Corbett Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 16 advising that the claim of Frank Gos against the Morrison Trucking Company for work on their contract in Clackamas County had been satisfied in full. We thank you for this information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

Dict. by J. McFarland

cc Morrison Trucking Co.
Hartford Accident & Indemnity Co.
John Kern Co., Yeon Bldg., Portland
Hartford Accident & Indemnity Co.
1120 Spalding Building, Portland

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1008 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 3345

January 16, 1931

Oregon State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer
Secretary

Gentlemen:

Be advised that the claim of Frank Gos against the Morrison Trucking Company for work on the Rhododendron - Government Camp Section of the Mt. Hood Highway, has been fully satisfied.

Very truly yours

B. A. Green

FR:BH

UNITED ATES DEPARTMENT OF AGRIC RE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 156 B

IN YOUR REPLY PLEASE
REFER TO FILE NO.......

POST OFFICE BUILDING
PORTLAND, OREG.

January 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are three copies of the modification of project agreement covering Oregon Federal Aid Project No. 156, Section B, for the signature of the State Highway Department. When these copies have been signed, please return them to this office.

As two surfacing widths are employed on this project, the final voucher should be segregated in order to show separately the cost and Federal Aid paid on the different widths.

With reference to the changes on projects, and for guidance on future projects, material changes in a going contract should not ordinarily be made unless it is evident that the specifications are seriously at fault, as altering contract requirements is likely to provoke charges of partiality, and should be limited strictly to emergency conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By: L. J. CAUFIELD
Highway Engineer

ENCL.

#1130
38G
PR 156B

January 9, 1931

Hartford Accident and Indemnity Co.
John Kern and Co., Agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a letter from Mr. B. A. Green, an attorney of Portland, in which he encloses the affidavit of claim of a man by the name of Frank Gos against the Morrison Trucking Company, being in the sum of $288.75 for labor performed for the Morrison Trucking Company as a powder man in connection with its contract for the resurfacing of the Rhododendron-Government Camp Section of the Mt Hood Highway in Clackamas County, State Highway contract 1130.

This information is given you as you appear as surety on the bond furnished by the Morrison Trucking Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

cc -Morrison Trucking Co.
cc -Hartford Accident & Indemnity Co.
1120 Spalding Bldg., Portland

January 9, 1931

Mr. B. A. Green
Attorney and Counselor
1003 Corbett Building
Portland, Oregon

Dear Sir:

Responding to your request of the 7th instant we hand you herewith certified copy of the contract awarded by the State Highway Commission to the Morrison Trucking Company for the resurfacing of the Rhododendron-Government Camp Section of the Mt Hood Highway in Clackamas County.

We also acknowledge receipt of the affidavit accompanying your letter advising us of the claim of Mr. Frank Gos against the Morrison Trucking Company, being in the sum of $288.75 for labor performed for Morrison Trucking Company in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:S
Enc.

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1003 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 3349

Contract # 1130

January 7, 1931

Highway Commission
Salem, Oregon

Dear Sirs:

I am enclosing herewith affidavit of Frank Gos, for copy of contract and bond between the Morrison Trucking Company and the Commission, covering that portion of the contract for work performed on the Mount Hood Loop Highway Project, Clackamas County.

Yours very truly

B. A. Green

FR:BH

ANSWERED
H. B. G.

AFFIDAVIT

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, Frank Gos, being first duly sworn, depose and say: That I was employed by the Morrison Trucking Company under the contract between the Highway Commission and the Morrison Trucking Company as a powder man; that I worked from the 27th day of June, 1930, up to and including the 12th day of November, 1930; that there is now due and owing me for said work, labor and services performed, with all deductions made from said wages, the sum of $288.75; that I made demand upon said Morrison Trucking Company and payment has been refused; that I received no security whatever for my claim; that I make this affidavit for the purpose of securing a certified copy of the bond and contract between the Highway Commission and the Morrison Trucking Company, and this pursuant to Section 2991, Oregon Laws.

Further I say naught.

Frank Gos

Subscribed and sworn to before me this 7th day of January, 1931.

Fred Ross
Notary Public for Oregon

My commission expires
March 6, 1932

#1130
389
PR156B

January 9, 1931

Hartford Accident & Indemnity Company,
John Kern Company, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1130 for the construction of the Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County consisting of 10.19 miles of resurfacing has been completed by the contractors, Morrison Trucking Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 19th, 1931.

The State has been advised of the following claims against this contract: J. H. McIlvain, amount $2,500.00 for labor and Frank Gos amount $288.75 for labor.

You are advised that the assumes no responsibility for either of the above claims or any other claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with contract will be $89,476.72. Of this amount $75.00 was for force account work.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

cc to Hartford Accident & Indemnity Company, 1130 Spalding Bldg., Portland.

-1/1930
3
-

P.R. 156 B

December 23, 1930

Hartford Accident & Indemnity Company,
John Kern Co., Agents,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Morrison Trucking Company on contract No. 1130 for the construction of the Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County. This payment will be made on or after January 2nd, 1931.

Kindly acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION,
By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

#1130
3PG

PR156B

November 20, 1930

Hartford Accident & Indemnity Co.
John Kern Co., Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of the claim that has been filed in the office of the Secretary of State by Thomas G. Ryan, Attorney at Law of Portland. This claim you will note is that of Mr. J. H. McElvain and is for labor furnished the Morrison Trucking Company in the sum of $[illegible]00.00 in connection with its contract for the construction of the Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County, state highway contract #1130.

This information is given you as you appear as surety on the bond furnished by the Morrison Trucking Company in connection with this contract and also at the request of the Secretary of State.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc Morrison Trucking Co.
391 East 6th St.
Portland, Oregon

STATE OF OREGON

November 20, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 18th instant in which you inclose three certified copies of the notice of the claim of J. H. McElvain against the Morrison Trucking Company being in the sum of $2500.00 for labor furnished the Morrison Trucking Company in connection with its contract for the construction of the Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County.

We are today forwarding a copy of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 18, 1930

NOV 20

State Highway Commission
State Office Building
Salem, Oregon

#1133

Gentlemen: (Attention Mr. H.B. Glaisyer, Chief Clerk)

This is to advise that we received from Thomas G. Ryan, Attorney at Law, Portland, Oregon, and filed as of this date, a notice of claim by J. H. McElvain for labor furnished in the sum of $2,500.00, against the bond taken from H. F. Morrison, doing business as Morrison Trucking Company, principal, and Hartford Accident and Indemnity Company, surety, for work performed upon the Rhododendron-Government Camp Section of the Mount Hood Loop Highway, in Clackamas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

HB1

By Edith Libby

ANSWERED
H. B. G.

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned has a claim for wages due and owing him for work performed on the Rhododendron-Government Camp Section of the Mount Hood Loop Highway, Clackamas County, Oregon, as follows:

From November 8, 1929, to November 8, 1930, 12 months at $250.00 per month - -	$ 3,000.00
Less, cash advanced - - - - - - - - - - - - - - -	500.00
Balance due - - - - - - - -	$ 2,500.00

doing business as Morrison Trucking Company,
against H. F. Morrison/as principal and against the bond taken from said H. F. Morrison as principal and Hartford Accident and Indemnity Company, as surety, for work being done and performed by said H. F. Morrison for said State Highway Commission on the Rhododendron-Government Camp Section of the Mount Hood Loop Highway, in Clackamas County, Oregon.

H. J. McELVAIN

Dated this 14th day of November 1930.

* * * * * * * * * * * * *

STATE OF OREGON)
:SS.
COUNTY OF MULTNOMAH)

I, H. J. McELVAIN, being first duly sworn, on oath, do depose and say: That I am the claimant above named; that the said claim so made and filed by me is true and correct, as I verily believe.

H. J. McELVAIN

Subscribed and sworn to before me this 14th day of November, 1930.

(SEAL)

T. G. RYAN
Notary Public for Oregon.
My commission expires July 25, 1931.

In the matter of the claim of H. J. McELVAIN vs. H. F. MORRISON doing business as MORRISON TRUCKING COMPANY and HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety. Notice of Claim.

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned has a claim for wages due and owing him for work performed on the Rhododendron-Government Camp Section of the Mount Hood Loop Highway, Clackamas County, Oregon, as follows:

From November 8, 1929, to November 8, 1930, 12 months at $250.00 per month - -	$ 3,000.00
Less, cash advanced - - - - - - - - - - - - - - -	500.00
Balance due - - - - - - - - -	$ 2,500.00

Endorsed: File No. 859
Filed November 18, 1930
HAL E. HOSS,
Secretary of State.

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by H. J. McElvain for labor furnished in the sum of $2,500.00 against the bond taken from H. F. Morrison, doing business as Morrison Trucking Company, principal, and Hartford Accident and Indemnity Company, surety, for work performed upon the Rhododendron-Government Camp Section of the Mount Hood Loop Highway, in Clackamas County, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 18, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18 day of November, A. D. 1930.

Hal E Hoss

Secretary of State

#1130
3 PG

THOMAS G. RYAN
LAWYER
SUITE 504 PORTER BUILDING
PORTLAND, OREGON

November 17, 1930. PR 156 B

Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose herewith original and copy of Notice of Claim of H. J. McElvain against H. F, Morrison doing business as Morrison Trucking Company, for services performed by him as Superintendent for said Morrisson on the Rhododendron-Government Camp Section of the Mount Hood Loop Highway in Clackamas County, Oregon.

This is filed with you for transmission to the State Highway Commission pursuant to the provisions of Section 2991 Oregon Laws.

Kindly acknowledge receipt of same, and oblige.

Very truly yours

(Signed) [illegible] RYAN.

CC to Mr. Roy A. Klein,
State Highway Engineer,
Attention, Mr. H.B.Glaisyer, Chief Clerk.

NOTED
H. [illegible] YER

TGR/H.

#1130
3PG

THOMAS G. RYAN
LAWYER
SUITE 504 PORTER BUILDING
PORTLAND, OREGON

November 17, 1930. PR156B

Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose herewith original and copy of Notice of Claim of H. J. McElvain against H. F, Morrison doing business as Morrison Trucking Company, for services performed by him as Superintendent for said Morrisson on the Rhododendron-Government Camp Section of the Mount Hood Loop Highway in Clackamas County, Oregon.

This is filed with you for transmission to the State Highway Commission pursuant to the provisions of Section 2991 Oregon Laws.

Kindly acknowledge receipt of same, and oblige.

Very truly yours,

(Signed) T. G. RYAN.

CC to Mr. Roy A. Klein,
State Highway Engineer,
Attention, Mr. H.B.Glaisyer, Chief Clerk.

NOTED
H. B. GLAISYER

TGR/H.

Form 39—E-17100—2M—6-30

PR 156B

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 15, 1930

Job name Rhododendron-Govt Camp Resurfacing

Week from Nov 9 to Nov 15

Highway Mt Hood

Mail address Sandy

Telegraph or telephone address ✓

County Clackamas. Job prefix 3PG

Express and freight address ✓

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Completed job on Wednesday, including tearing down plant.

Started figuring quantities in stock piles.

(See back of this sheet for instructions and detailed information.)

Signed R. A. Furrow

Title Res Eng

OR 1560

GRADING CONST ON

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed .... Completed

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week 6 men,

.... teams 2 trucks

Project will be completed about Completed Dec.

Number of men in Engineering Party 4

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE.--Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 376 Percentage 35
2. 374 Percentage 65
3. .... Percentage ....
4. .... Percentage ....

PR 156 B

November 7, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of September 20th, we are enclosing herewith six copies of analysis of cost for oiling base macadam on the Rhododendron-Government Camp Section, Project No. 156-B, which has been revised to show the share of the cost which is due to rental of State-owned equipment. Accompanying this analysis is an estimate of the equipment required and the equipment rental costs which constitutes the basis for computing the amount shown for the item of equipment rental in the cost analysis.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER

encl.

COST ANALYSIS FOR OILING

BASE MACADAM OF THE RHODODENDRON-

GOVERNMENT CAMP SECTION, PROJECT NO. 1[illegible]

		Per Square Yard
No. 2 Road Oil (1.0 Gal. at $.036)		$ .036
Heating, Hauling and Applying Oil		
Equipment rental	$.017	
Equipment, supplies and repairs	.016	
Labor	.013	
		.046
Scarifying, remixing and finishing		
Equipment	.011	
Equipment, supplies and repairs	.010	
Labor	.021	
		.042
Moving and setting up plant		.002
Traffic Control		.002
Supervision		.002
		0.130

ESTIMATED EQUIPMENT RENTAL AND EQUIPMENT RENTAL COSTS FOR OILING MACADAM BASE ON THE RHODODENDRON-GOVERNMENT CAMP SECTION, PROJECT NO. 156-B

(Based on construction of 4,000 square yards of roadway per day. Rental rates include normal wear and depreciation.)

1. Heating, Hauling and Applying Oil

1 Oiler	1 shift	at	$25.00	$25.00
1 Boiler	2 shifts	at	5.00	10.00
1 Tender Tank	1 shift	at	11.00	11.00
4 Trailers (Oil)	1 shift	at	5.00	20.00
				$66.00

Estimated equipment rental cost per square yard for heating, hauling and applying oil, $.017

2. Scarifying, Road Mixing and Finishing

1 Roller	at	$10.00	$10.00
1 Service Truck	at	2.50	2.50
3 Motor Graders	at	5.75	17.25
1 Large Truck	at	11.00	11.00
1 Grader	at	2.25	2.25
			$ 43.00

Estimated equipment rental cost per square yard for scarifying, roadmixing and finishing roadway, $.011.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

September 26, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of September 15th, relative to oiling macadam base on Oregon Federal Aid Project No. 139-A.

As requested on other Federal Aid projects, detailed cost analysis is necessary on work submitted for construction by State forces. A cost analysis showing the cost of each operation is not sufficient unless supported by a detailed statement showing equipment to be used and probable time of employment and the daily rental rate. This daily rental rate must be supported by information showing clearly the proportion due to the item of depreciation.

This also applies to Oregon F.A.P. 156-B, 147-A, and 66. It will be necessary to hold the papers until revised cost analysis is submitted.

Yours very truly,

W. H. Lynch
W. H. Lynch
District Engineer

PR # 156-B

October 28, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

The specifications for the surfacing to be constructed on the Rhododendron-Government Camp Section of the Mt. Hood Highway (Federal Aid Project 156-B) called for a sub-base course of 2-1/2" - 1-1/2" rock, a base course of 1-1/2" - 1" rock and a top course of 1" - 1/8" rock, each course to be separately "filled" with screenings (1/8" - 0") and other suitable filler materials, and compacted by rolling.

When the construction of this surfacing was undertaken, it was found that the rock to be used in the construction was entirely lacking of natural binding qualities, and that on that account the materials would not "set-up" under the roller but would remain loose, and the materials of one course would become churned into the materials of the other courses. This condition was studied by our Division Engineer Clarke and by your Mr. Caufield, with the conclusion that the situation could be improved by the use of larger quantities of screenings filler, by heavier sprinkling, and by combining the sub-base and base materials, using the same size of material (2-1/2" to 1") in both the sub-base and base courses. The advantages of the first two changes are apparent. The purpose of the third change (combining of sub-base and base materials) was, first, to decrease the voidage to be filled and, second, to eliminate the lack of uniformity in surfacing which was resulting from the base course materials being churned into the sub-base course materials insome places and not in others.

These variations in the methods of construction were made, the first by simply abandoning the separation of base rock from sub-base rock and using the one size of material in both courses, the second by providing more sprinkling equipment, and the third by changing the size of top course materials from 1" - 1/8" to 1" - 1/2", thereby increasing the quantity of screen rejections available for use as filler. The results were as anticipated, and a much more satisfactory surfacing was obtained than could possibly have been obtained under the original specification.

We desire to have your confirmation of Mr. Caufield's oral approval of these changes in specifications, and anticipating that such confirmation will be forthcoming, we are enclosing herewith a revised estimate to be used as a basis for the modified project agreement. We are also enclosing copies of our agreement with the contractor relative to the changes in specifications.

In the estimate you will note that we have corrected the error in haul quantities which appeared in the first estimate submitted, changing the total from 9,800 yard miles to 98,000 yard miles. You will note, also, that the quantity of screen rejection filler has been increased from 3,000 cubic yards to 4,500 cubic yards. No change has been made in the total quantities of surfacing materials.

The 1/2" - 0" screen rejections are included in the estimate at a price of $0.98 per cubic yard which is the price stipulated in our supplemental agreement with the contractor. All other items are covered by the prices in the original contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

Oregon State Highway Department Project No. 156-B

RHODODENDRON-GOVERNMENT CAMP SECTION
OF THE MT. HOOD HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for resurfacing and stock piled materials and estimated costs for constructing bituminous wearing surface.)

Salem, Oregon, October 27, 1930.

Resurfacing

3,500 cu. yds.	Sub-base Course Surfacing (2½" - 1½")	$1.15	low bid	$ 4,025.00
3,250 cu. yds.	Base Course Surfacing (1½" - 1")	1.15	" "	3,737.50
14,000 cu. yds.	Combined sub-base and base surf.	1.15	" "	16,100.00
1,750 cu. yds.	Top Course Surfacing (1" - 1/8")	1.15	" "	2,012.50
3,500 cu. yds.	Top Course Surfacing (1" - 1/2")	1.15	" "	4,025.00
1,000 cu. yds.	Screen Rejection Filler (1/8" - 0")	0.50	" "	500.00
3,500 cu. yds.	Screen Rejection Filler (1/2" - 1/8")	0.95	" "	3,325.00
2,000 cu. yds.	Screened Gravel Filler	0.50	" "	1,000.00
61,000 cu. yds.	Earth Shoulder Construction	0.50	" "	3,000.00
9,800 yd. mi.	Hauling broken stone (truck measure)	0.16	" "	15,680.00
110,000 sq. yds.	Sprinkling (State forces)	0.03	est.	3,300.00
110,000 sq. yds.	Oiling (State forces)	0.13	"	14,300.00

Bituminous Macadam Wearing Surface

2,200 cu. yds.	Grade "A" Materials in Stock Pile	1.15	low bid	2,530.00
1,700 cu. yds.	Grade "B" Materials in Stock Pile	1.15	" "	1,955.00
5,000 cu. yds.	Grade "C" Materials in Stock Pile	1.15	" "	5,750.00
17,000 yd. mi.	Hauling Broken Stone (Pile Measure)	0.18	" "	3,060.00
350 cu. yds.	Fine Screenings (stockpiling)	0.10	" "	35.00
144,000 gals.	No. 3 Oil (F. O. B. Boring)	.076	est.	10,944.00
9,250 cu. yds.	Constr. Bit. Mac. Wearing Surf. (State forces)	2.50		23,125.00

Sub-total	$ 118,404.00
10% Engr. & Cont.	11,840.40
Total............	$ 130,244.40

Length of roadway	10.160 miles
Length of bridges	.029 miles
Length of Project (including bridges)........	10.189 miles

(Note: Length of project includes non-participating bridges as roadway as surfacing will be carried across them)

Cost per mile, $12,782.84

State Funds available,	$49,193.31
Federal Aid Requested	81,051.09 (62.23%)
	$ 130,244.40

State Funds for construction: Chapter 173, Laws 1917: Chapter 51, Laws 1920.
State Funds for Maintenance: Chapter 41, Laws 1927.

—E-15937—3M—3-30.

COPY

OR STATE HIGHWAY DEPARTM

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job Rhododendron-Government Camp, Resurfacing   Prefix S-PG

Highway Mount Hood   Date July 31, 1930, 19xx

County Clackamas   Contract No. 1120

Contractor Morrison Trucking Company   Price Agreement No.

Address Portland, Oregon.

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Change in specifications to provide for combining of sub-base and base material into one product of 2½" - 1" material, to be laid in the same number of courses as though specified materials were used for sub-base and base. Change in top material from 1" - 1/8" to 1" - 1/2", and screen rejection filler from 1/8" - 0 to 1/2" - 0.

Location by station numbers: Throughout the balance of the contract remaining unsurfaced at this time.

Names of pay items, estimated quantities and agreed prices:

Combined base and sub-base material, 2½" - 1" at contract price for sub-base material, namely, $1.15 per cubic yard.

Revised top material, 1" - 1/2" at contract price for top material, namely, $1.15 per cubic yard.

Screen rejection filler, 1/2" - 1/8" at 96¢ per cubic yard, this price being computed from assumed content of 30% below 1/8", 70% above 1/8", with respective contract prices of $0.50 per cubic yard and $1.15 per cubic yard, these percentages determined by screen test.

Specifications, basis of measurement and other provisions:

All claims for other or further compensation in connection with the changes above noted are hereby waived.

(Use back of sheet if more space is required)

Recommended for approval:

Resident Engineer.

Signed:

Morrison Trucking Co.

Contractor.

Per H. F. Morrison (Sd)

Recommended for approval:

W. D. Clarke (Sd)

Division Engineer.

Approved:

Roy A. Klein (Sd)

State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit five copies (including original copy) to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

1000 4-30
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
[redacted]
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. D. CLARKE, DIVISION ENGINEER
SALEM

October 14, 1930

Mr. R. A. Klein
Office

File 3 PG

Dear Sir:

In transmitting the enclosed price agreement covering certain changes in the specifications for surfacing of the Rhododendron-Government Camp section, I wish to make the following observations in explanation of such changes:

1½" - 1"

The original specifications called for a sub-base of varying thicknesses in different portions of the section, of 2½" - 1½" material, with base course of 1" - 1/2" and top course of 1/2" - 1/8". Due primarily to the character of the material, the dry weather which prevailed during construction, and the absence in that locality of satisfactory earth filler material, it was found impossible to get satisfactory results in the binding and compaction of the surfacing.

1" - 1/8"

At Mr. Baldock's suggestion and with the approval of the engineers of the Bureau of Public Roads, the specifications were changed to provide a combined base and sub-base material, 2½" - 1", laid in the same number of courses as would have been done with the sizes as originally specified, and a change in the top material from 1" - 1/2", leaving the screen rejections which constituted the most efficient binder material available, 1/2" - 0, instead of 1/8" - 0, thereby securing an increased quantity of such material. With these changes and by sprinkling, equipment for which latter work was not obtainable until the surfacing was approximately 40% completed, a much more satisfactory result was secured at little, if any, additional cost since the increased price for screen rejections was largely balanced in part by a reduction in the amount of top material required, and in part by a lesser amount of sand filler.

Very truly yours

W D Clarke

W. D. Clarke
Division Engineer

WDC:EF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

September 16, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of Mr. Probert's September 2nd letter concerning Oregon F.A.P. No. 156-B, Rhododendron-Government Camp Section of the Mt. Hood Loop Highway. Some time ago this project was inspected by your Mr. Clarke and Mr. Caufield of this organization. At that time it was decided that instead of placing the base and subbase separately on the lower portion of the work, the material for these two courses would be combined and then laid in two courses. We understand that this has been done, and are accordingly asking that a formal request for this change and revised specifications be submitted in order that all changes may be acted upon at one time.

Very truly yours,

W. H. Lynch
District Engineer

Requested necessary information from Clarke, by note, Sept. 17.
S[illegible]

Agreement made with Contractor on July 29/30 as follows:-
Combine 2½-1½ sub base and 1½-1 base into one product laying 2½-1 material in 2 or more courses; Change screening screen to ½ making top material 1"-½";
Use all ½-0 screenings for binder @ 7¢ per cy
H.D.C.

P.S. It was [illegible] I went over the job with Caufield
H.D.C.

PR 156 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 12, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project 156-B, Rhododendron-Government Camp Section of the Mt. Hood Loop Highway, and to screen tests of materials submitted in answer to our letter of August 5, 1930.

An examination of these reports shows that there is an excess of fines for the particular grade tested in practically every instance. This applies to the material which is stockpiled for the bituminous macadam work contemplated for next season. In view of the difficulty experienced this year in bituminous work where there was an excess of fines, it is suggested that the contractor be required to furnish materials in conformance with the specifications covering his contract.

Yours very truly,

W. H. Lynch
W. H. Lynch
District Engineer

Copy referred to
W. D. Clarke

FP 156B

September 2nd, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Owing to a lack of natural binding quality in the crushed rock which is being used in the construction of surfacing on the Rhododendron-Government Camp Section of the Mt. Hood Highway (Federal Aid Project 156-B), the top course of the surfacing is not binding-up sufficiently well to permit the use of the oil mat type of oil treatment that was originally planned. Conditions are such, however, that a road mix treatment should work out very satisfactorily.

In view of these circumstances, we request your approval of a change in plans which will permit the use of the road mix type of treatment, the same to be applied in accordance with the specifications which we are enclosing herewith. We request, also, your approval of the performance of the work by means of state forces.

The work is estimated to cost thirteen cents per square yard, this estimate being supported by the cost analysis which we are enclosing. As this cost is the same as was originally estimated for the oil mat type of treatment, no change in the project estimate will be necessary.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

COST ANALYSIS

RHODODENDRON-GOVERNMENT CAMP SECTION

Federal Aid Project No. 158-B

No. 2 Road Oil (1.0 gal. at $0.036)	$ 0.036
Heating, hauling and applying oil	0.046
Scarifying, road mixing and finishing	0.042
Moving and setting-up plant	0.002
Traffic control	0.002
Supervision	0.002
	$ 0.130

Salem, Oregon,
Sept. 2, 1930.

SPECIFICATION FOR OILING OF MACADAM BASE

Rhododendron - Government Camp Section

Federal Aid Proj. No. 156-B

1. **Description**: - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. **Width**: - 18 feet with extra width as required.

3. **Oil**: - No. 2 oil shall be an asphaltic road oil having an asphalt content of from 60 to 70 per cent and shall have a viscosity of from 200 to 300 seconds (Float Test) at 122° F.

4. **Construction Procedure**: - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface.

   b. Scarify the macadam to a uniform depth of from one and one-half to two inches.

   c. Blade the loosened materials into a windrow, one edge of which is on the centerline of the roadway.

   d. Apply No. 2 oil on one-half of the roadway at a rate of one-third gallon per square yard, and following the application of oil, spread half of the windrowed surfacing materials uniformly over the oiled area.

   e. Make two more applications of No. 2 oil on the same half of the roadbed, each application being made at a rate of one-third gallon per square yard and each application being followed by a thorough harrowing with a double disc harrow and spring tooth harrow.

   f. Blade the balance of the windrowed surfacing materials into a windrow on the oiled half of the roadway and then oil the other half of the roadway in the same manner as the first half has been oiled.

   g. After the applying of oil and the harrowing has been performed as above specified, the mixing of the oil with the surfacing shall be completed by blading the materials back and forth across the roadway until the mixture of crushed rock and oil is of uniform dark brown color and of uniform consistency.

h. After a satisfactory mixture has been obtained, the materials shall be windrowed along the centerline of the roadway, and from the windrow, shall be spread over the roadway in uniform thickness and bladed to specified crown and to a surface which, when tested with a ten-foot straight-edge, shows no variations greater than one-quarter inch.

5. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

1930-9

PR156B

August 14, 1930

Mr. J. N. Edlefsen, Vice President
The United States National Bank
Portland, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of August 4, relating to construction conditions on the Mt. Hood Highway east of Rhododendron. The writer is quite sympathetic with you and the other summer residents living adjacent to this highway.

The fact that the road has been torn up during the summer months and has been in bad condition is a matter of regret to the engineering department. The contract for this work was let last fall and it was hoped that the work, at least as far as Laurel Hill, would be out of the way by the summer season. A series of unforeseen delays to the contractor which are unfortunate but perhaps not entirely excusable, have operated to delay this work much beyond the time which we anticipated.

With the opening of the Wapinitia Road through to Central Oregon and the increased use of the Loop Highway, it was felt that the previous road would be inadequate for travel and hence both this department and the Government undertook the work of widening and straightening some years ago. The widening and straightening work, of necessity, was rather slow for the reason that it was dependent on annual appropriations. Of necessity, the widening and straightening had to be followed by rock surfacing a year or more later so that the embankments would have sufficient time to settle. Also it has been necessary to place an adequate sub-base on these roads which are to be afterwards covered with bituminous macadam.

Your reference to the improvement of the road in other places where the need is not apparent, I presume, refers to the section between Rhododendron and the forest boundary. By way of explanation, would say that this unit was first treated with a preliminary oil surface treatment which, while it serves the purpose for a year or so, could not be expected to carry traffic for a very long period, hence this unit was resurfaced with a bituminous macadam which will save our investment in the surface treatment and also furnish a road surface which should serve for several years. If this had not been done, it is quite probable that this oil surface would have gone to pieces next spring.

I am quite sure that from now on the road condition will show a marked improvement, and while the dust nuisance can not be eliminated until the road is oiled, there will be less dust and inconvenience than there has been heretofore.

Appreciating your patience in this matter, I am

Very truly yours,

State Highway Engineer

RAK:HI

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL $ 3,000,000.00
SURPLUS AND PROFITS $ 4,000,000.00

CABLE ADDRESS
"UNITBANK"

PORTLAND, OREGON

J. N. EDLEFSEN
VICE PRESIDENT

August 4, 1930

RECEIVED
AUG 5 1930
OREGON
STATE HIGHWAY [illegible]

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

The writer is one of the unfortunate owners of a mountain home on the south slope of Mr. Hood faving the loop road. Each summer my family attempts to spend the vacation months up there, but so far it has been a case of living in filth and dust. This summer has not been an exception either. In fact, it is about the worst season we have put in.

For some weeks the road from Rhododendron upwards has been under repair; plowed up and practically left untouched, and in other places rock has been dumped and left in that shape. Unquestionably by the time fall sets in the road will be in perfect condition. What is beyond my comprehension, is the fact that the road in other places is being improved and repaired where it is not so necessary and on the above mentioned portion work is proceeding in a snail like manner.

I am only one of hundreds who are affected as far as our summer homes are concerned, bit is must be discouraging to thousands of tourists and travelers who make the loop trip.

Yours very truly,

J N Edlefsen

JNE MH

#1130
30

PR 56 B

May 23, 1930

Standard Oil Company of California,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of May 21st concerning the Morrison Trucking Company, contractors.

Please be advised that the above contractors were awarded contract No. 1130 - Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County. This contract consists of 10.19 miles of surfacing. The bond in connection with this contract was furnished by the Hartford Accident & Indemnity Company for whom John Kern Company, Yeon Building, Portland, Oregon, are resident agents. The amount of the bond is $50,000.00 and the amount of the contract is $74,480.00. The completion date of this contract is October 31st, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1130

TANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

May 21, 1930

Morrison Trucking Co.

State of Oregon Highway Comm.
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

It is our understanding that the above contractors have been awarded the contract for hauling 4400 yards of gravel for use on the Mt. Hood Loop road near Government Camp. We are furnishing petroleum products to be used in connection with this work, and in order to complete our files require the following information:

Complete description and location of work
Contract number
Amount of the contract
Name and address of bondsmen furnishing the materialmen bond
Amount of the bond
Time limit to the contractors or estimate of when job will be completed

For your convenience in replying we are enclosing a stamped and addressed envelope.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By

CDE:LP
Enc.

RECEIVED
MAY 22 1930
OREGON
STATE HIGHWAY COMMISSION

Form 30—R-15589—2500—2-30.

PR 156B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 5-10, 1930

Job name Resurfacing—Rhododendron Government Camp

Week from 5-4 to 5-10

Mail address Oregon City, Ore

Highway Mt Hood

Telegraph or telephone address

County Clackamas Job prefix 3FS

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Crusher operated 5 days the past week. One day lost time account snow.

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRU ON

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 10.19

Miles completed -

Miles partially done -

Total cubic yards in project 44000

Cubic yards produced to date 7900

Average daily yardage produced this week 271

Average daily yardage necessary to complete on time 244

Contractor's average force for week 18 *men,*

.... *teams,* 3 *trucks*

Project will be completed about Oct. 31-1930

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Oregon F.A.P.156-B

Post Office Building
Portland, Oregon.

April 4, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By Canfield
B. J. Canfield
Highway Engineer.

Joz

Arpr 6651

Form P. R. 2

State Oregon

Project No. 156, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of February, 1930

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of March, 1929, a project statement, which was approved by the Secretary on the 24th day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the [illegible] day of October 1929, and approved by the Secretary on the 21st day of March, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-nine thousand, four hundred fifty-seven and 20/100 dollars ($69,457.20) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ______ of ______
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ______
(State how placed under direct control of Highway Department)

*(c) ______

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 521+00 in Sec. 11, T.3 S., R.7 E., W.M.,and survey station 27+00 in the N.W.¼ of Sec.24, T.3 S., R.8½ E., W.M., at Government Camp, terminal points, a distance of 10.189 miles, known locally as the Rhododendron-Government Camp Section of the Mt. Hood Highway between Sandy and Government Camp, Clackamas County, being Section B of Oregon Federal Aid Project No. 156.

CHARACTER AND METHOD OF CONSTRUCTION

ICLE III. The Highway Department will construct or cause to be constructed to final comple- project, in strict compliance with said plans and specifications, which are made a part hereof, rect supervision, which shall include adequate inspection throughout the course of construc- ct at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of sixty-nine thousand, four hundred fifty-seven and 20/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eleven thousand, six hundred thirteen and 70/100 dollars, the approved total estimated cost of Section B of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ____

____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ____________ of ____________
(State or county) (Name)

(Strike out if not appropriate.)

[illegible] OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ____________

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6515

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ______

______ (Official or depository)

hereby designated by the Highway

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ______, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______ (Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the ______, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______ (Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 21st day of March, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. B. Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C. E. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By ______
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—6818

AWB

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 521+00 in Sec. 11, T.3 S., R.7 E., W.M., and survey station 87+00 in the N.W.¼ of Sec.24, T.3 S., R.8½ E., W.M., at Government Camp, locally known as the Rhododendron-Government Camp Section of the Mt.Hood Highway between Sandy and Government Camp, Clackamas County, and designated in the records of this Department as Section B of Project No. 156, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $111,613.70 as the total estimated cost of Section B of said project, and the sum of $69,467.20 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share p~~er cent~~ of said total estimated cost.

Done at the city of Washington, this 21st day of March one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

GOVERNMENT PRINTING OFFICE [illegible]

R. W. Dunlap
Acting Secretary of Agriculture.

PR 156B

December 3, 1929

Morrison Trucking Company
391 East Sixth Street
Portland, Oregon

Gentlemen:

There is handed you herewith for your records and files, an executed copy of the contract recently awarded to you by the State Highway Commission for 10.19 miles resurfacing on the Rhododendron-Government Camp Section of the Mount Hood Highway in Clackamas County.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

[illegible]56B

November 15, 1929

General Grocery Co., Inc.
First, Ankeny, Burnside & Front
Portland, Oregon

Att: Mr. F. A. Dudley, Credit Dep't.

Gentlemen:

Replying to your inquiry of the 13th inst. concerning the Morrison Trucking Company, wish to say that the State Highway Commission awarded a contract to this company on October 30 for the resurfacing and furnishing of maintenance materials for the Rhododendron-Government Camp Section of the Mt. Hood Highway in Clackamas County, involving some 10.2 miles of work.

Contract forms for the acceptance of the Morrison Trucking Company were mailed to them on November 6. They have not as yet been returned, so we are therefore unable at the present time to advise you the name of the company that wrote the bond which was to be furnished in connection with this work.

We shall be glad to furnish you this information as soon as the contract forms are returned, which we anticipate will be within the next week. If you will write us again at that time, we shall be glad to further advise you.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:KF

AL GROCERY COMPANY INC
MANUFACTURING
WHOLESALE GROCERS
SUCCESSORS TO
MASON, EHRMAN & CO.
ALLEN & LEWIS
LANG & CO.
FIRST, ANKENY, BURNSIDE AND FRONT STS.
PORTLAND, OREGON

Nov.13,1929

State Highway Engineer,
Salem, Oregon.

Dear Sirs:-

Orders for groceries have been placed with us by the Morrison Trucking Co. 391 E.6th St. Portland, Ore. advising us that they had a contract with the State of Oregon, for the laying of crushed rock on the Highway between Rhododendron and Government Camp. Will you be kind enough to verify to us this information and give us the name of the company with whom they are bonded?

Yours very truly,
F. A. Dudley
Credit Dept.

FAD

#1130

ANSWERED
H. B. G.

OR 156 B

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MOUNT HOOD NATIONAL FOREST

ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

503 POST OFFICE BUILDING,
PORTLAND, OREGON

ER
Oregon
Mt. Hood Loop No. 26

November 1, 1929.

Mr. W. D. Clarke, Division Engineer,
State Highway Commission,
Salem, Oregon

Dear Mr. Clarke:

In accordance with conversation in my office, the Forest Service withdraws objection to the use of the rock quarry at the Little Zigzag bridge on the Mt. Hood Loop Highway.

Very sincerely yours,

T. H. Sherrard

T. H. SHERRARD,
Forest Supervisor.

RECEIVED
1929

PR156B

October 23, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and six copies of unit price analysis for the Rhododendron-Government Camp Section, Project 156-B. Five sets of special provisions for the resurfacing, oiling macadam base and constructing bituminous macadam wearing surface are likewise enclosed.

Five blue print sets of plans for this work were sent to you a few days ago.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

C. E. Probert
Office Engineer

Dist by J. W. Nash/AP
Encls.

Oregon State Highway Department Project No. 156-B

RHODODENDRON-GOVERNMENT CAMP SECTION OF THE MT. HOOD HIGHWAY

IN CLACKAMAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, October 23, 1929.

Resurfacing:

12,500	cu.yds	Sub-base course surfacing	$1.25	$15,625.00
8,250	cu.yds	Base course surfacing	1.30	10,725.00
5,250	cu.yds	Top course surfacing	1.40	7,350.00
2,000	cu.yds	Screen Rejection Filler	.30	600.00
2,000	cu.yds	Screen Gravel Filler	.50	1,000.00
6,000	cu.yds	Earth Shoulder Construction	.50	3,000.00
9,800	yd.mi	Hauling Br. Stone (Tr. Measure)	.16	15,680.00
110,000	sq.yds	Sprinkling (State Forces)	.03	3,300.00
110,000	sq.yds	Oiling (State forces)	.13	14,300.00

Bituminous Macadam Wearing Surface

2,200	cu.yds	Gr. "A" Matls in Stock Pile	1.10	2,420.00
1,700	cu.yds	Gr. "B" Matls in Stock Pile	1.20	2,040.00
5,000	cu.yds	Gr. "C" Matls in Stock Pile	1.30	6,500.00
17,000	yd.mi.	Hauling Broken Stone (Pile Meas)	.18	3,060.00
350	cu.yds	Fine Screenings (Stock Piling)	.25	87.50
144,000	gal.	No. 3 Oil (F.O.B. Boring)	.076	10,944.00
9,250	cu.yds	Construction of Bit. Mac. Wearing Surf.	2.50	23,125.00
		Sub-total		$119,756.50
		10% Engr. & Cont.		11,975.65
		Total		$131,732.15

Length of Project (including bridges)	10.189 miles
Length of bridges (non-participating)	.029 miles
Length of Project (excluding bridges)	10.160 miles

State Funds Available	$ 49,755.24
Federal Aid Requested	81,976.91 (62.23%)
	$131,732.15

COST ANALYSIS

RHODODENDRON-GOVERNMENT CAMP

Federal Aid Project No. [illegible] 156-B

1. Broken Stone Surfacing:

Items	Cost per Cu.Yd.
Setting up and dismantling plant	.08
Quarrying and crushing	.58
Preparation of subgrade	.10
Hauling	—
Spreading, compacting, and other street work (including Rolling)	.28
Overhead and superintendence	.10
Sub-total	$ 1.13
15% Profit	.17
Average Price	$ 1.30

2. Oiling:

Items	Cost per Sq.Yd.
No. 3 Oil (0.5 gal. at $.0725)	$ 0.036
Rock (.021 cu.yd at $1.20)	0.025
Heating, hauling and applying oil	0.030
Loading, hauling, spreading and rolling rock	0.030
Preparation of base	0.004
Moving and setting up plant	0.002
Traffic control	0.002
Supervision	0.003
Total	$ 0.130

3. Construction of Bituminous Macadam Wearing Surface:

Items	Cost per Cu.Yd.
Preparation of base	$ 0.08
Loading and hauling aggregate	0.90
Spreading and rolling	0.50
Heating, loading, hauling and applying oil	0.85
Trimming earth shoulders	0.10
Traffic control	0.05
Supervision	0.04
Contingencies and weather delays	0.20
Moving, setting up and dismantling plant	0.11
Total	$ 2.80

COST ANALYSIS

RHODODENDRON-GOVERNMENT CAMP

Federal Aid Project No. 156-A 156-B

1. Broken Stone Surfacing:

Items	Cost per Cu.Yd.
Setting up and dismantling plant	.08
Quarrying and crushing	.60
Preparation of subgrade	.10
Hauling	—
Spreading, compacting, and other street work (including Rolling)	.25
Overhead and superintendence	.10
Sub-total	$ 1.13
15% Profit	.17
Average Price	$ 1.30

2. Oiling:

Items	Cost per Sq.Yd.
No. 3 Oil (0.5 gal. at $.0725)	$ 0.036 ✓
Rock (.02 cu.yd at $1.20)	0.024
Heating, hauling and applying oil	0.030
Loading, hauling, spreading and rolling rock	0.030
Preparation of base	0.004
Moving and setting up plant	0.002 ✓
Traffic control	0.002 ✓
Supervision	0.002 ✓
Total	$ 0.130

3. Construction of Bituminous Macadam Wearing Surface:

Items	Cost per Cu.Yd.
Preparation of base	$ 0.05
Loading and hauling aggregate	0.60
Spreading and rolling	0.50
Heating, loading, hauling and applying oil	0.85
Trimming earth shoulders	0.10
Traffic control	0.05
Supervision	0.04
Contingencies and weather delays	0.20
Moving, setting up and dismantling plant	0.11
Total	$ 2.50

SPECIFICATION FOR BITUMINOUS MACADAM WEARING SURFACE

RHODODENDRON-GOVERNMENT CAMP SECTION

Federal Aid Proj. No. ~~150-A~~ 156-B

BITUMINOUS MACADAM WEARING SURFACE

Type of Bituminous Macadam:

The bituminous macadam wearing surface to be constructed on this project shall be of the multiple lift type. Its compacted thickness shall be two and one-eighth inches. The first lift shall consist of Grade "C" rock and No. 3 oil, and shall be approximately one and one-quarter inches in thickness. The second lift shall consist of Grade "B" rock, Grade "A" rock and No. 3 oil and shall be slightly less than one-half of an inch in thickness. The third and last lift shall consist of Grade "A" rock, sand and No. 3 oil, and shall be approximately one-half of one inch in thickness.

Width and Crown:

The width and crown of the wearing surface shall be as indicated by the accompanying cross-section plan, subject, however, to such reasonable variation as may be necessary to properly take care of any special or unusual conditions that may be encountered.

Materials:

The mineral aggregate shall be broken stone or crushed gravel of the kind and quantity hereinafter specified under the head "Mineral Aggregate."

The oil shall be asphaltic road oil (No. 3 oil) conforming in all respects with the specifications given hereinafter under the head "Road Oil." The manner of application of the oil shall also conform with the specifications given under the head "Road Oil."

Preparation of Oiled Macadam Base:

The macadam base, which shall have been previously oiled, shall be repaired as may be necessary to put it in good condition to receive the bituminous macadam wearing surface. Then, immediately before the construction of the wearing surface is commenced, it shall be made clean and free of loose stones, dirt and dust by sweeping with revolving brooms and by such other means as may be necessary.

First Lift of Bituminous Macadam:

The first lift of the bituminous macadam shall consist of an application of No. 3 road oil followed by an application of Grade "C" aggregate. The oil shall be applied upon the prepared and oiled macadam base at a rate of approximately 0.15 gallon per square yard. The aggregate shall be applied at a rate of approximately 0.045 cubic yard per square yard. The aggregate shall

(Standard 2-29)

be spread to uniform thickness by means of blade graders, additional materials being added by hand on any bare or thin spots that may appear.

This first lift shall be lightly rolled with a power roller.

Second Lift of Bituminous Macadam:

The second lift of bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "B" aggregate and by an application of Grade "A" aggregate. The oil shall be applied at a rate of approximately 0.65 gallons per square yard. The grade "B" aggregate shall be applied at a rate of 0.015 cubic yard per square yard and the Grade "A" aggregate shall be applied at a rate of 0.005 cubic yard per square yard.

This lift shall be thoroughly rolled and broomed, the Grade "A" aggregate being added while the rolling and brooming is in progress. The brooming shall be done with a non-revolving type of broom attached to the roller. After the lift is thoroughly compacted, it shall be allowed to stand under traffic for at least six days. Then, immediately prior to the placing of the third lift of the bituminous macadam, it shall be made clean by sweeping.

Third Lift of Bituminous Macadam:

The third lift of the bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "A" aggregate and by an application of sand or fine screenings. The oil shall be applied at a rate of 0.50 gallon per square yard. The Grade "A" aggregate shall be applied at a rate of 0.015 cubic yard per square yard, and the sand or fine screenings shall be applied at a rate of 0.003 cubic yard per square yard.

This lift shall be rolled and while the rolling is in progress, the fine aggregate shall be broomed about on the surface. The rolling and brooming shall continue until the oil has hardened and will absorb no more aggregate.

Construction Under Traffic:

Where traffic cannot conveniently be detoured from the section of road in process of construction, the construction of the wearing surface shall be proceeded with in the following manner:

Each day a length of road shall be laid out to be surfaced that day. The oiled macadam base on this length of road shall then be broomed and made ready for surfacing over one-half of its width, and on this half-width of prepared base, the first lift of the bituminous macadam surfacing shall be placed. Then, while traffic is being handled over this first lift of surfacing, the second half of the oiled base on the length of road to be surfaced that day shall be broomed and made ready for surfacing, and shall have constructed upon it its first lift of bituminous macadam. Traffic shall then be switched back to the second half of the roadway, and the next lift of the surfacing shall be constructed upon the first half of the roadway. In this manner, each of the lifts of bituminous macadam shall be constructed first on one half width and then on the other half width of the roadway, care being taken to "break joints" each time with the lift or course below and care being taken to avoid any overlapping of the spreads of oil or spreads of rock along the centerline joints.

At the end of the day's run, each lift or course shall be terminated approximately five feet back from the end of the lift or course below it, so as to provide a sort of lapped joint between the work of one day and the work of the following day.

MINERAL AGGREGATES

Aggregates Are in Stock Pile:

The mineral aggregates to be used in the construction of the bituminous macadam wearing surface shall be the broken stone and/or crushed gravel which the State has had produced for the purpose and now holds in stock piles in the vicinity of the project.

The construction of the bituminous macadam wearing surface herein specified shall be understood to include the loading and transporting of the mineral aggregates from the stock piles to the points at which they are incorporated in the wearing surface.

Sizes of Aggregates:

The aggregates shall be of the following grades and sizes:

Grade "A" Materials shall all pass a 1/2 inch circular ring and be retained on a screen having 1/8 inch square openings.

Grade "B" materials shall all pass a 1 inch circular ring and be retained on a 1/2 inch circular ring.

Grade "C" materials shall all pass a 2 inch circular ring and be retained on a 1 inch circular ring.

All materials shall be well graded between the limiting sizes.

Sand:

The aggregate referred to in the foregoing specifications as "sand" may be either sand or screenings, all of which will pass a screen having one-eighth inch square openings.

Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will give a uniform spread over a width equal to one-half of the width of the wearing surface.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

ROAD OIL

Description:

Oil furnished under these specifications shall be called No. 3 oil, and it shall be made from an asphaltic base oil. It shall be either a naturally homogeneous oil or a homogeneous residue from oil. It shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter. It shall conform with the following requirements:

Asphaltic Residue of 80 Penetration	minimum	94%
Viscosity, Float Test at 122° F.	minimum	225 sec.
Flash Point, Cleveland Open Cup Test	minimum	425
Water and Sediment	maximum	1½%
Water	maximum	½%
Sediment	maximum	1 %
Bitumen (soluble in Carbon Bisulphide)	minimum	99%
Bitumen (soluble in Carbon Tetrachloride)	minimum	99.65%
Bitumen Insoluble in 86° B paraffin naphtha	minimum	6
Bitumen Insoluble in 86° B paraffin naphtha	maximum	27
Penetration of Residue after loss on heating at 163° C. for 5 hrs.	minimum	150

Test Methods:

In the testing of oils, the methods used shall be as prescribed by the American Society for Testing Materials (A.S.T.M.) under the following serial designations:

Asphaltic Residue of 80 Penetration	Serial	Designation	D243-26
Viscosity, Float Test at 122° F.	"	"	D139-27
Flash Point, Cleveland Open Cup	"	"	D 92-24
Water & Sediment, centrifuge Method	"	"	D 96-28
Water	"	"	D 95-27
Bitumen (soluble in Carbon Bisulphide)	"	"	D 4-27
Bitumen (soluble in Carbon Tetrachloride)	"	"	D165-27
Loss on Heating	"	"	D 6-27
Penetration of Bituminous Materials	"	"	D 5-25

Bitumen insoluble in 86 deg. paraffin naphtha shall be determined by the method described in U. S. Dept. of Agriculture Bulletin 1216, revised September, 1928.

(Standard 1-29)

Manner and Method of Application of Oil:

The No. 3 road oil shall, at the time it is spread, have a temperature of approximately 375 degrees F. It shall be spread only when the air temperature is above 50 degrees F. Oil that has been overheated or "burned" shall not be used in the work.

The oil shall be spread by means of a pressure distributor which will satisfactorily make the distributions of oil required under the foregoing specifications. The distributor shall operate at a pressure of not less than twenty pounds per square inch, and shall give a uniform spread of oil over a width equal to one-half of the width of the wearing surface. It shall be equipped with a pressure gauge and a volume gauge so located as to be easily observed by the inspector while walking beside the distributor. It shall also be equipped with a tachometer to determine the speed so that the rate of spread of oil can be controlled accurately. The power for the pressure pump shall be supplied by a power unit entirely independent from the power unit which provides motive power for the distributor.

In order to secure uniform distribution of oil at the junction of two applications, the distribution shall be promptly stopped when the flow of oil begins to thin just before the tank is empty. Each time that the application of oil from the distributor is commenced, building paper shall be spread over the treated surface for a sufficient distance back so that the sprayers are operating at full force when the uncovered surface is reached. The building paper shall then be removed and burned.

The rates of application of oil shall not vary from the rates specified by the engineer by more than ten per cent, and if, in the application of the oil, any spots are missed, oil shall be applied on those spots by some means which will insure the application being made at the specified rates. Uniform application of oil will be required, and distributors equipped with poor valves will not be allowed to operate on the project.

MISCELLANEOUS PROVISIONS

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than 10 tons each. The rollers shall begin at the edges of the surfacing, overlapping the shoulder one-half the width of the rear wheel. It shall progress toward the center, parallel with the centerline of the roadway, and shall overlap each preceding track and cover the entire surface as many times as is necessary to thoroughly consolidate the stone.

(Standard 1-29)

#6

Surface Evenness:

The surface of the finished bituminous macadam shall be free from bumps, hollows, roughness and irregularities of all kinds, and shall not vary more than one-quarter of one inch from the true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appear, which ravelling or defects are due to lack of uniformity in the application of oil or rock or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

Trimming of Shoulders:

Following the construction of the bituminous macadam wearing surface and rock shoulders as hereinbefore specified, the earth shoulders alongside shall be trimmed up and made to conform to the roadbed crown as the same is indicated in the accompanying cross-section plan. Any materials that have come into the cut ditches by reason of the contractor's operations shall be removed therefrom and disposed of in a manner satisfactory to the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the macadam base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conducive to best results will not be permitted.

MEASUREMENT AND PAYMENT

For the construction of the bituminous macadam wearing surface as above specified, exclusive only of the furnishing of the mineral aggregates which, as hereinbefore stated, have been produced and stockpiled in the vicinity of the project under a prior contract, payment will be made at the stipulated prices for the following items:

1. No. 3 Oil (F. O. B. nearest rail point)
2. Construction of Bituminous Macadam Wearing Surface.

The quantities of oil to be paid for shall be the number of gallons used in the work as determined by measurement in the cars.

The quantity to be paid for under the item "Construction of Bituminous Macadam Wearing Surface", shall be the number of cubic yards of mineral aggregate actually incorporated in the work, the quantities to be measured in the trucks at the points of loading.

SPECIFICATION FOR OILING OF MACADAM BASE

RHODODENDRON-GOVERNMENT CAMP SECTION

Federal Aid Proj. No. ~~150-A~~ 156-0

1. **Description:** - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. **Width:** - 18 feet with extra width as required.

3. **Size of Aggregates:** -
Grade "B" - ~~3/4 to 1/2 inch~~ 1 inch to 1/2 inch
Grade "A" - ~~1/2 to 1/[illegible] inch~~ 1/2 inch to 1/8 inch

4. **Oil:** - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Construction Procedure:** - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

c. Apply No. 3 oil at a rate of one-quarter gallon per square yard.

d. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard.

e. After the No. 3 oil has hardened and become dry, make a second application of No. 3 oil, one-quarter gallon per square yard.

f. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while the brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard. Continue brooming and rolling until the surfacing is thoroughly compacted.

6. **Correction of Defects:** - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Fill in 6 sheets like this

SPECIFICATION FOR OILING OF MACADAM BASE

Rhododendron - Government Camp Section

Federal Aid Proj. No. 159 A

1. **Description:** - As a means of preserving the newly constructed macadam base during the interim between the completion of the macadam base and the construction upon it of the bituminous macadam wearing surface, the macadam base shall be oiled in accord with the following specifications, which specifications are designed particularly for use in cases where the macadam base is constructed one year and the bituminous macadam wearing surface is not placed until the following year.

2. **Width:** - 18 feet with extra width as required.

3. **Size of Aggregates:** -
Grade "B" - ~~3/4 to 1/2 inch~~ 1 inch to 1/2 inch
Grade "A" - ~~[illegible]~~ 1/2 " " 1/8 "

4. **Oil:** - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Construction Procedure:** - a. Perform whatever operations may be necessary to bring the macadam base to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

c. Apply No. 3 oil at a rate of one-quarter gallon per square yard.

d. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard.

e. After the No. 3 oil has hardened and become dry, make a second application of No. 3 oil, one-quarter gallon per square yard.

f. Spread Grade "B" rock, .007 cubic yards per square yard. Blade, broom and roll, and while the brooming and rolling is in progress, spread Grade "A" rock, .0035 cubic yards per square yard. Continue brooming and rolling until the surfacing is thoroughly compacted.

6. **Correction of Defects:** - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 486 Oregon 25-A4-06

POST OFFICE BUILDING
PORTLAND, OREG.

October 15, 1929

PR#
156-B

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention of Mr. Probert

We enclose blue print of widening section used on the Mt. Hood Loop widening project with the following exceptions:

From Station 4+00 W. to 16+00 E. (vicinity Government Camp) the overall width from shoulder to shoulder is 80 feet; from Station 16+00 E. to 27+00 E. the overall width from shoulder to shoulder is 50 feet.

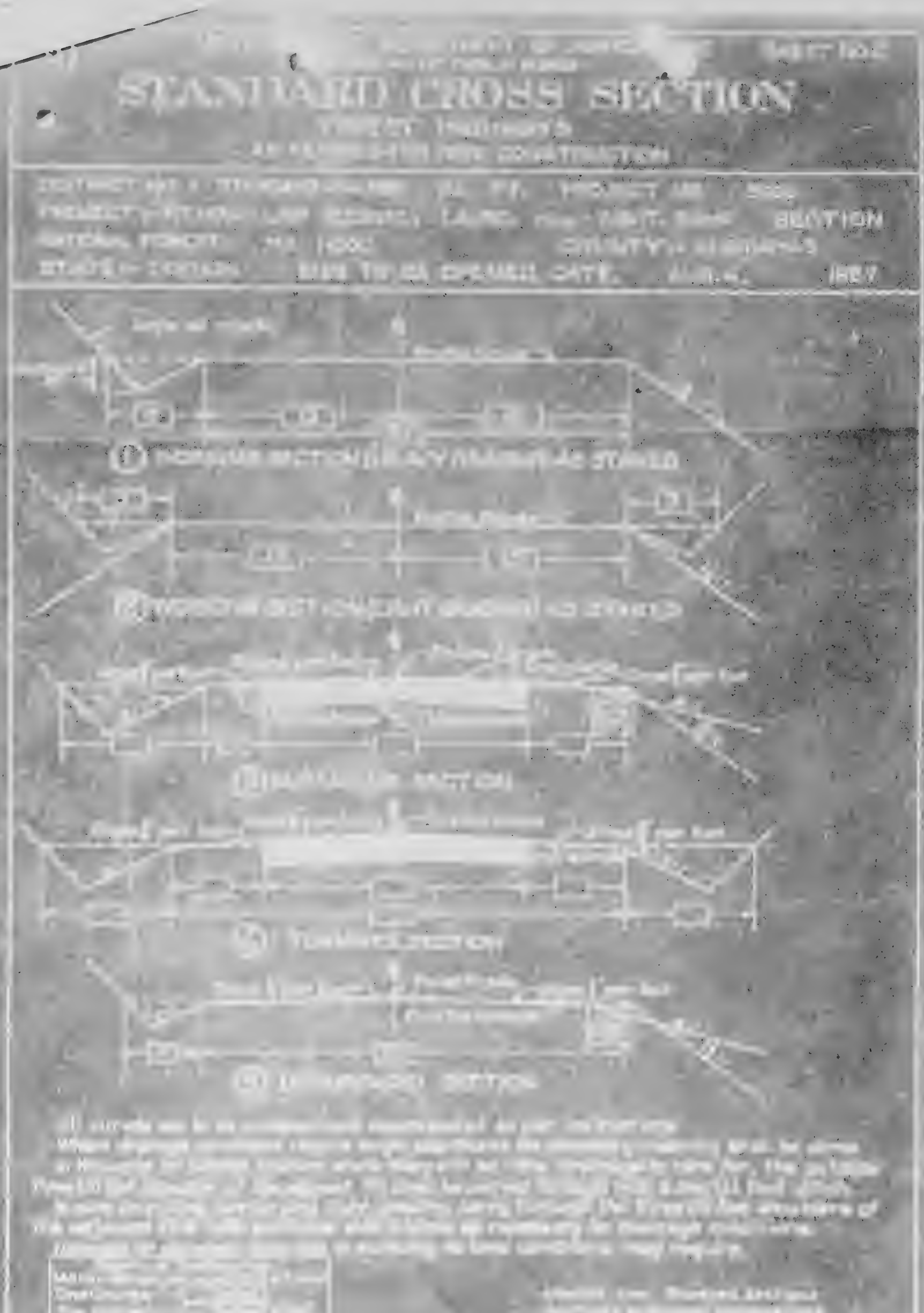
Between Stations 152 and 250 on Laurel Hill, the ditches were omitted from the cut sections. At Rhododendron, Station 545+00 to Station 553+00, no widening was done due to lack of right-of-way.

Very truly yours,

W. H. Lynch
District Engineer

By W J Scofield
W. J. Scofield
Highway Engineer

Enclosure



STANDARD CROSS SECTION

SECTION

[illegible] SECTION

[illegible] SECTION

CONTRACT# 1131, 1146, 1406,
1407,

PR 147-B Horse Ridge-Dry River Sec. 1928

1131.1146.1406.1407

Agr. 6453

Form P. R. 2

State Oregon

Project No. E-147, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

cc Mr. W. C. Williams
cc Mr. E. J. Miller

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of December, 1932

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 12th day of December, 1928, a project statement, which was approved by the Secretary on the 23rd day of March, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 9th day of September, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, fifty-four and 68/100 dollars ($1,054.68) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

cc Mr. W. C. Williams
cc Mr. H. J. Miller

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of Act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 950+50 in Sec. 14, T.19 S., R.14 E., W.M. and survey station 1082+00 in the S½ of Section 24, T.19 S., R.14 E., W.M., length 2.508 miles, in Deschutes County, being Section B of Oregon Federal Aid project No. E-147, consisting of 2.509 miles of roadway and no bridges, [illegible], [illegible], known locally as the Horse Ridge-Dry River section of the Central Oregon Highway between official control points Bend and Burns.

8—5518

cc Mr. R. H. Baldock
cc Mr. W. H. Lynch
cc Mr. W. C. Williams
cc Mr. H. J. Miller

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

cc Mr. W. C. Williams
cc Mr. H. J. Miller

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one thousand, fifty-four and 68/100 dollars ($ 1,054.68), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three thousand, five hundred fifteen and 60/100 dollars ($ 3,515.60), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

cc Mr. R. H. Baldock
cc Mr. W. H. Lynch
cc Mr. W. C. Williams
cc Mr. H. J. Miller

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Washburn

(Title of officer)

By

(Title of officer)

C F Marvin
Acting Secretary of Agriculture.

cc Mr. W. C. Williams
cc Mr. E. J. Miller

P

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-147-B State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 3,515.60 as the total estimated cost of said project, and the sum of $ 1,054.68 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of February one thousand nine hundred and Thirty-three

C. F. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 19[illegible] 8—4829

cc Mr. W. C. Williams
cc Mr. H. J. Miller

FORM 5-A-1 6766 7500 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Cc 60

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

147-B-D

OREGON STATE HIGHWAY COMMISSION
SALEM

FEBRUARY
Fourteenth
1933

IN REPLY PLEASE
REFER TO FILE NO.

~~Clifton and Applegate
Hutton Building
Spokane, Washington~~

NOTED
State Highway Engineer

Gentlemen:

Yours of February 4th in answer to ours of the 3rd relative to powdermen, bull cooks, and flunkies has been received.

The labor provisions as set forth in your contract are specified by the Bureau of Public Roads on all Emergency Federal Aid Projects, and must be complied with in every respect.

Bull cooks and flunkies are classed as skilled and unskilled labor, respectively, and are subjected to all labor provisions. That is, they are limited to 30 hours per calendar week, and to 8 hours in any one day. The chief cook is classed as a superintendent, and does not come under the labor provisions.

All employees must be citizens of the United States.

In regard to your powderman, it is assumed from your letter that he has several men under him, these directed by him in placing, drilling, loading and shooting. If this is the case, he can be, and should be classed as a foreman. This would avoid any question as to rating, as powdermen are classed as skilled laborers and subjected to all labor provisions, while foreman are only limited to 8 hours in any one day.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith
Construction Engineer

Dict. by Chas. E. Low/ME

cc Mr. R. H. Baldock
cc Mr. W. H. Lynch
cc Mr. W. C. Williams
cc Mr. H. J. Miller

#1406

147 BB

December 24, 1932

Fidelity & Deposit Company of Maryland,
R. E. Pinney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1406 for the construction of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 3, 1933.

The State has been advised of the claim of the Commercial Tire Company in amount of $385.38 against Dunn & Baker and O. T. Brunner. You are advised that the State assumes no responsibility for the above claim or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $15,752.52 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1146
#1184

147B

December 23, 1932

Dey, Hampson & Nelson
Pacific Building
Portland, Oregon

Gentlemen:

This is in reply to your inquiry of December 21.

On January 16, 1930 the State Highway Commission awarded to J. W. Feak Construction Co. the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties--State Highway Contract No. 1146. Our records show that that company was a partnership on January 16, 1930 consisting of J. W. Feak, Tacoma, H. R. Lohrer, Tacoma, and R. W. Shaffer, Portland.

Another contract was awarded to the above-mentioned company on May 8, 1930 for the surfacing of the Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County. At that time, our records indicate, J. W. Feak Construction Co., was a corporation--H. R. Lohrer, President, and J. W. Feak, Secretary and Treasurer.

It appears that no contract has ever been awarded to S. S. Schell.

Very truly yours

Secretary

AJ

#1164
#1184

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

December 21, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

In 1929 or 1930, R. W. Shaffer, J. W. Feak and, perhaps, S. S. Schell had a certain contract or contracts with the Highway Commission to do highway work in Grant and Wheeler Counties known as the Dayville job. We would appreciate it very much if you would advise us as to precisely what contracts you had with the parties above named on these jobs, giving the dates thereof and the names of the contracting parties.

We are anxious to ascertain whether there was any partnership or any relation between Schell and Shaffer.

Yours very truly,

Dey, Hampson Nelson

21/28

RECEIVED
DEC 22 1932
OREGON
HIGHWAY COMMISSION

#1407

147-Bo

December 16, 1932

New Amsterdam Casualty Company,
Seeley & Co., Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1407 for the construction of the Horse Ridge-Millican Section of the Central Oregon Highway in Deschutes County, has been completed by the contractors, Griffiths & Hollenbeck, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 27th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $4,523.30 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

UNITED STATES DEPARTMENT OF AGRICULTURE
No. 8 BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 5, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final Inspection of Emerg.Constr.Hwy.Project E-147-B, Horse Ridge-Dry River Section of Central Oregon Highway, was made by a representative of this office on November 28, 1932. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L.J.Caufield
Highway Engineer

RECEIVED
DEC 6 1932
OREGON
STATE HIGHWAY COMM

Form 338—4M—10-32

RECEIVED
DEC 1932
OREGON
STATE HIGHWAY COMMISSION

147RD

OR ON STATE HIGHWAY COMMISSI
FIELD ENGINEER'S WEEKLY REPORT
Federal Aid Emergency Project

For Week Ending December 3, 1932

Section Horse Ridge-Millican

Kind of work Surfacing

Highway Central Oregon

Section prefix 9 PL

Contractor Griffith & Hollenbeck

Contract number 1407

Date of contract September 16, 1932

Date of completion December 22, 1932

Date work started September 21, 1932

Estimated date of completion November 30, 1932

Amount of contract . . . . $ 5704.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $ 4523.30

Per cent of contract completed, based on total contract price . . . . 80 %

Engineering costs to date $ 680.00, 15.0 %. *Date project was completed* November 30, 1932

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

Contractors completed job November 30th, 1932. Semi-final estimate submitted to Mr. K. D. Lytle, Division Engineer, November 30, 1932.

Mr. Ed Pease was transferred to Mr. C. C. Slavens, Resident Engineer, on December 1, 1932.

This will be the last report on this job.

George Sothman.

RECEIVED
DEC 5 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		4.56			
Miles partially completed					
Miles completed		4.56			
Total estimated quantities		9529			
Estimated quantities moved or placed to date		9073 c.y.			
Average daily quantities		140 c.y.			
Average daily quantities necessary to complete project on time		None			
Number shifts per day		1			
Hours per shift 3 days per week		8			
Average force on project for week		7			

Percentages of men employed on contract to be secured from:

Deschutes County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Deschutes COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					3	7
~~Men and~~ teams	1					5	6
~~Men and~~ trucks under 3 tons	3						3
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power Graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheep-foot rollers ...., Horse Blade 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"	None	
Tuesday	"	"	Completed gravel hauling at noon.
Wednesday	Fair	"	Completed blading
Thursday			
Friday			
Saturday			

October 4, 1938.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Horse River-Dry River Section, Emergency Construction Project E-147-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Emergency Construction
Highway Proj. No.E-147-B

HORSE RIDGE-DRY RIVER SECTION OF THE
CENTRAL OREGON HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 1st, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done: (Sta. 950+50 to 1083+00)

Final cost of roadway	$ 18,149.47
Final cost on which Federal Aid was computed	17,940.98
Federal Aid paid on roadway	11,164.63
Length of roadway	2.509 miles
Cost per mile	7,233.74
Federal Aid paid per mile	4,449.83

Part on which no additional work is to be done: (Sta. 639+60 to 693+64.2 = 694+27.8 to 950+50)

Final cost of roadway	42,505.49
Final cost on which Federal Aid was computed	42,017.87
Federal Aid paid on roadway	26,147.22
Length of roadway	5.876 miles
Cost per mile	7,233.74
Federal Aid paid per mile	4,449.83

SUMMARY OF COMPLETED WORK

Total cost, all completed work	$ 60,654.96
Total length roadway	8.385 miles

EMERGENCY WORK

5,000	cu. yds.	Pit-run Gravel Surfacing	$ 0.18	$ 900.00
700	" "	Truck-hauled Filler	0.18	126.00
14,500	yd. mi.	Hauling Gravel	0.14	2,030.00
1,000	yd. mi.	Hauling Filler	0.14	140.00
			Sub-total	$ 3,196.00
			10% Engr. & Cont.	319.60
			Total	$ 3,515.60

Length	2.509 miles
Cost per mile	$1,401.19

Regular Federal Aid Requested	$ 1,054.68 (30%)
Emergency Construction Funds Requested	2,460.92
	$ 3,515.60

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1929.
State funds for Maintenance: Chapter 41, Laws 1927.

147 B-D

September 22, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

This is to advise that the contract for the surfacing of the Horse Ridge-Millican Section of the Central Oregon Highway was awarded to Griffiths and Hollenbeck on September 16th.

The contract includes a provision whereby the amount of work to be performed may be increased by as much as 30 per cent. Under this provision, and, in order to meet the requirements of the Bureau of Public Roads, the thickness of the surfacing on the unit east of Millican should be increased from 3 inches to 6 inches. No other changes in the quantity of work to be performed, or in the limits between which the work is to be performed, should be made without the prior approval of both this office and the Bureau of Public Roads.

We are expecting to collect 100 per cent of the cost of this project from the federal government, and regardless of any clause in our contract, relating to the extension of the project or the increasing of the amount of work to be done under the same, we cannot increase the amount of federal aid that has been set up for the project until the changes have been approved by the Bureau and revised estimates submitted and accepted.

The estimate, as now approved by the Bureau, includes the following:

Unit No. 1:

Pit-run Gravel Surfacing	5,000	cu. yds.
Truck-hauled Filler	700	" "
Hauling Gravel	14,500	yd. miles
Hauling Filler	1,000	" "

Unit No. 2:

Pit-run Gravel Surfacing	4,000	cu. yds.
Truck-hauled Filler	600	" "
Hauling Gravel	11,000	yd. miles
Hauling Filler	1,000	" "

It will not be possible to apply an underrun on one unit to offset an overrun on the other unit. The overrun on either unit plus engineering cost must not exceed ten per cent.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

147 B-D

September 16, 1932

Griffiths & Hollenbeck,
555 Federal St.,
Bend, Oregon.

Gentlemen:

We are sending you today by express four copies of contract No. 1407 which was awarded to you for the surfacing of the Horse Ridge-Millican Section of the Central Oregon Highway.

Will you kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission? When this is done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract and on the page marked "Additional Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 15, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Horse Ridge - Millican

Dear Sir:

Reference is made to our letter of September 9, advising of our concurrence in the award of contract on Oregon Emergency Construction Highway Projects E-147-B and E-147-D, subject to the clearing up of the provision for the 50% increase in the contract.

We are now in receipt of advice that these projects are satisfactory except that our approval is limited to 25% of the entire contract. This will approximately cover the increased thickness desired on Project E-147-D, and contract can be awarded.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

Horse Ridge - Dry River.

September 9, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise you that plans, specifications and estimate for Oregon Emergency Construction Highway Project No. E-147-B are today being recommended for approval except for the provision for 50% increase of contract. We have requested advice as to whether or not it will be satisfactory to reduce the allowable percentage of increase to 25%.

You are hereby authorized to claim payment for all work done subsequent to the date of this recommendation provided, however, that authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

This is also to advise of our concurrence as of this date in award of contract to the low bidder, Griffith & Hollenbeck, of Bend, Oregon.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
SEP 1 19
OREGON
HIGHWAY

August 29, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying specifications for the gravel surfacing on the section of the Horse Ridge-Dry River Section, Project No. E147-B. Five bid proposals and five blueprint copies of Sheet No. 2 of the plans, which sheet has been revised to show the typical surfacing section, are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

Encl.

Oregon State Highway Department

Emergency Construction
Highway Project No. E-147-B

HORSE RIDGE-DRY RIVER SECTION OF THE
CENTRAL OREGON HIGHWAY IN DESCHUTES COUNTY

(Estimate accompanying specifications for gravel surfacing. Not as basis for project agreement)

Salem, Oregon, August 29, 1932

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:
(Sta. 950/50 to 1083/00)

Final cost of roadway	$ 18,149.47
Final cost on which Federal Aid was computed	$ 17,940.92
Federal Aid paid on roadway	$ 11,164.65
Length of roadway	2.509 miles
Cost per mile	$ 7,233.74
Federal Aid paid per mile	$ 4,449.83

Part on which no additional work is to be done:
(Sta. 639/50 to 693/54.2 = 694/27.8 to 950/50)

Final cost of roadway	$ 42,505.49
Final cost on which Federal Aid was computed	$ 42,017.07
Federal Aid paid on roadway	$ 26,147.22
Length of roadway	5.876 miles
Cost per mile	$ 7,233.74
Federal Aid paid per mile	$ 4,449.83

SUMMARY OF COMPLETED WORK

Total cost, all completed work	$ 60,654.96
Total length roadway	8.385 miles

EMERGENCY WORK

5,000	cu. yd.	Pit-run Gravel Surfacing	$ 0.40	$ 2,000.00
700	cu. yd.	Truck-hauled Filler	0.25	175.00
14,500	yd. mi.	Hauling Gravel	0.10	1,450.00

1,000 yd. mi.	Hauling Filler	$ 0.12	$ 120.00
	Sub-total		$ 3,745.00
	10% Engr. & Cont.		374.50
	Total		$ 4,119.50

Length 2.509 miles
Cost per mile $ 1,641.88

Regular Federal Aid Requested $ 1,235.85 (30%)
Emergency Construction Funds Requested 2,883.65

$ 4,119.50

E-147BB

RECEIVED
AUG 26 1932
OREGON
STATE HIGHWAY COMMISSION

Division Engineer's Estimate of Cost
of Surfacing
Horse Ridge-Millican Section
Central Oregon Highway

Pit run Gravel Surfacing	7000	Cu. Yds.	@	$0.40	$2800.00
Truck-hauled Filler	1000	" "	@	.25	250.00
Hauling Gravel	20,000	Yd. Mi.	@	.10	2000.00
Hauling Filler	1,500	" "	@	.12	180.00
			Total		$5230.00

#1131
90.G

FR 1478

April 22, 1931

National Surety Company
H. B. Gilman, Agent
Corbett Building
Portland, Oregon

Gentlemen:

I am handing you herewith a copy of a letter that we have received from Mr. Tom Braniff of Leavenworth, Washington concerning his claim against Henry C. Beyer for services rendered Mr. Beyer in connection with the contract awarded him for the construction of the Horse Ridge-Dry River Section of the Central Oregon Highway in Deschutes County.

This information is given you as you appear as surety on the bond furnished by Mr. Beyer in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

cc Henry C. Beyer
Ontario, Oregon

April 22, 1931

Mr. Tom Braniff
Leavenworth, Washington

Dear Sir:

Replying to your letter of the 18th instant concerning final payment to Henry C. Boyer for the construction of the Horse Ridge-Dry River Section of the Central Oregon Highway in Deschutes County, wish to say that we have not yet made final payment but expect to do so within the near future.

In connection with this contract Mr. Boyer was required to furnish the State with a surety bond for the protection of claims. This bond was written by the National Surety Company for whom W. B. Gilham is the local agent with offices in the Corbett Building, Portland, Oregon. We would suggest that youtake the matter up with the bonding Company and also file notice of your claim with the Oregon Secretary of State as required by the Oregon statutes, a mimeographed copy of which we inclose for your further information.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W
Inc.

This man means the Henry C. Boyer Contract No. 1131 -
Horse Ridge-Dry River Section of the Central Oregon
Highway, 8.40 Mi. Grading. Final voucher in amount
$1,629.34 was mailed to Boyer for signature on March
18th. Has not been returned to date.
This contract was completed Aug, 2, 1930 -

ne
ke
inate

has been sent to Craig and Boyer for Central highway road work that was done near Bend Oregon in 1930. I was doing station work there and was blown up with dynamite and so far have not received my final settlement. I would appreciate your answer

Yours Resp

Tom Braniff.

RECEIVED
APR 20 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

Apr 18-1931
Leavenworth
Wash.

Dear Sir:-

I am writing you for some information: I would like to know if the final estimate has been sent to Craig and Boyer for Central highway (road work that was done near Bend Oregon in 1930: I was doing Station work there and was blown up with dynamite and so far have not received my final settlement. I would appreciate your answer

Yours Resp

Tom Braniff.

RECEIVED
APR 30 1931
OREGON
STATE HIGHWAY COMMISSION

ERED
B. G.

PP 147B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

April 17, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
APR 18 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Reference is made to the final voucher on Oregon Federal Aid Project No. 147-B in the sum of $3,702.65.

We fail to check your figure of $37,317.40 for total Federal Aid claimed. Our computations show an allowable total Federal Aid payment of $37,311.85. We arrive at this figure by the following process:

Your total for agreement items (correct)		$55,069.77
Credit adjustment for low bid on pipe:		
78' of 12" pipe - Difference, $.60 =	46.80	
558' of 18" pipe - " , .75 =	418.50	
81' of 24" pipe - " , 1.20 =	97.20	562.50
		$54,507.27
Agreement Estimate		57,729.00
Net Underrun		3,221.73

Total Engineering, Contingencies and Overruns claimed - 5,450.72

Recapitulation

Total cost on which Federal Aid is computed (54,507.27 + 5,450.72) -- $59,957.99

Maximum legal Federal Aid at 62.23% of low bid -- $37,311.85

In order to prevent similar errors in claiming more than the 10% allowable engineering and contingencies, it is suggested that, when applicable, you show a credit for adjustments of this nature on future vouchers.

With the exception of the errors noted, the voucher form is satisfactory. The necessary corrections will be made in this office and the voucher recommended for payment in the amount of $3,697.10.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

3702.65
3697.10
05.55

J 364
Rcd

Commissioners
H. B. VAN DUZER, Chairman, Portland
C. E. GATES, Medford
M. A. LYNCH, Redmond

FR147B
ROY A. KLEIN
State Highway Engineer
and Secretary

PR*
Horse Ridge - Dry River
Grading

OREGON STATE HIGHWAY COMMISSION
Office of C. W. WANZER, Division Engineer
BEND, OREGON

March 6, 1931.

Mr. Henry C. Boyer
Ontario
Oregon

Dear Sir:

As requested in your recent letter, I am listing herewith the work done by sub contractors Rogers & Co., and Miller & Son, prepared from our copy of your final estimate as compiled in this office.

In using our figures you will please be guided by a department ruling which permits the field engineer to give you a sub contractor's estimate with the understanding that the estimate given you is not binding upon the State Highway Commission and is subject to change and correction by the State Highway Engineer.

The final estimate was sent to Salem and I presume that the Semi-final sent to you by that office is an unchecked copy of our estimate. I doubt very much if the total as shown will be materially changed by the Salem Office.

Yours very truly

K. D. Lytle
K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. Roy A. Klein
Mr. C. W. Wanzer

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

FINAL QUANTITIES
Miller & Son
Sta. 930+33 - 965+00

Subject to check
by Salem Office.

Sta. to	Sta.	Item	Com.	Rock	Total Ydg.	Over-haul
930+33		Borrow Pit Right	866.8		866.8	7361.0
930+33	939+38	Cut	429.2	2601.1	3030.3	4655.2
934+75	935+42	Borrow Right	99.9		99.9	
939+87	940+12	Cut		0.7	0.7	
942+01	949+92	"	77.7	3106.1	3183.8	1161.5
951+30	957+75	Borrow E.S. L (CL)	1142.7		1142.7	))4388.7
952+10	964+90	Cut	1827.2	440.1	2267.3	)
93+33	939+45	Cut Ditches	4.2	36.7	40.9	
939+80	940+20	" "		1.5	1.5	
941+90	950+05	" "	5.3	35.9	41.2	
952+05	965+00	Cut Ditches	55.4	17.1	72.5	
		Miller & Son Totals	4508.4	6239.2	10747.6	17566.4

STATE OF OREGON TABULATION SHEET

HIGHWAY DEPARTMENT

FINAL QUANTITIES
Roy Rogers
Sta. 963+77.5 - 981+70

Subject to chekk
by Salem Office.

Sta.	to Sta.	Item	Com.	Rock	Total Ydg.	Over-haul
963+77.5	970+16	Borrow Right	1537.4		1537.4	
969+00	981+70	Cut	121.8	5139.9	5261.7	1328.9
976+50	982+25	(Cushion made from) (material taken from) (Baker's fill.Sta.) (983.)	216.7		216.7	196.4
969+00	981+83	Cut Ditches		53.1	53.1	
		Roy Roger's Totals --	-1875.9	5193.0	7068.9	1525.3

PR 147 B

Form 5-C-1 5-16659 1000 6-30

Commissioners
H. B. VAN DUZER, Chairman, Portland
C. E. GATES, Medford
M. A. LYNCH, Redmond

ROY A. KLEIN
State Highway Engineer
and Secretary

OREGON STATE HIGHWAY COMMISSION
Office of C. W. WANZER, Division Engineer
BEND, OREGON

Horse Ridge - Dry River
PR#

February 24, 1931.

Mr. Henry C. Boyer
Ontario
Oregon

Dear Sir:

As requested in your recent letter, I am listing herewith the work done by sub-contractors Baker and Shaw, prepared from our copy of your final estimate as compiled in this office.

In using our figures you will please be guided by a department ruling which permits the field engineer to give you a sub-contractors estimate with the understanding that the estimate given you is not binding upon the State Highway Commission and is subject to change and correction by the State Highway Engineer.

The final estimate was sent to Salem and I presume that the semi-final sent to you by that office is an unchecked copy of our estimate. I doubt very much if the total as shown will be materially changed by the Salem office.

If you are around here next month, we would be pleased to have you drop into the office.

REFERRED TO
Parker
By State Highway Engineer

Yours very truly

K. D. Lytle
Ass't. Division Engineer

kdl/c
encls.
cc. Mr. Roy A. Klein

FEB [illegible] 193[illegible]

44—D-7021—1M—11-27

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

C. G. Shaw
Sub-Contract
690+00 - 760+23.

Sta. to	Sta.	Item	Com.	Rock	O-Haul
690+00	697+32	Borrow	783.3		
693+32	695+82	Cut	8.4	8.4	
697+50	700+96	"	13.2	787.8	102.0
701+20	706+83	Borrow	1526.4		
706+83	711+17	"	435.4		
706+83	709+16.4	Cut	75.0	6.9	
711+17	711+24	"		0.2	
711+28	715+00	Borrow	859.9		
713+46	713+80	Cut		1.3	
715+00	737+42	Borrow	3614.3		
723+10	725+24	Cut	26.2		
725+45	725+50	"		3.0	
730+11	731+25	"	45.9		
735+22	735+75	"		2.7	
737+48	740+90	"	262.0	177.7	130.2
740+12	745+94	Borrow	363.8		
741+50	742+50	Cut	8.8		
743+80	746+45	"	251.4	51.3	
747+32	757+63	Borrow	1420.6		
748+60	751+50	Cut	80.7		
750+85	752+09	"		0.2	
756+87	757+18	"		7.2	
757+50	760+23	"	219.1	176.6	
694+30	695+85	Cut Ditches		5.7	
697+40	701+00	" "	1.6	21.6	

This estimate is subject to change and correction and will not be ginding upon the Oregon State Highway Commission

FEB 25 1931

44—B-7021—1M—11-27

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

C. G. Shaw
Sub-Contractor
690+00 - 760+23.

Sta. to	Sta.	Item		Com.	Rock	O-Haul
706+83	708+93	Cut	Ditches	4.4	6.5	
711+14	711+28	"	"	0.5		
713+32	713+80	"	"		1.8	
723+10	725+50	"	"	10.4		
730+11	731@25	"	"	6.8		
735+20	735+80	"	"		2.2	
737+48	742+50	"	"	21.7	7.3	
743+80	747+50	"	"	10.0	3.7	
748+60	752+13	"	"	10.9	2.1	
756+87	760+23	"	"		20.5	
	C. G.Shaw- Totals			10060.7	1294.7	232.2

This estimate is subject to change and correction and will not be binding upon the Oregon State Highway Commission

FEB 25 193

44—B-7021—1M—11-27

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

Baker & Co.
Sub-Contract
981+70 - 1083+00

Sta.	to Sta.	Item	Com.	Rock	O-Haul
983+50	986+67	Cut	2166.4	1535.7	889.0
986+67	992+00	"	250.2	550.1	
992+25	994+75	Borrow for Cushion	408.5		
995+35	1001+35	Cut	90.6	3383.6	2792.3
1002+40	1015+00	Borrow	1900.2		
1004+50	1007+90	Cut	63.8		
1009+00	1011+00	"	35.0		
1014+81	1021+40	"	1182.8	16.7	898.3
1021+30	1025+20	Borrow	1600.5		
1024+48	1034+25	Cut	898.9	1345.7	3864.7
1034+00	1041+75	Borrow	1583.9		
1041+35	1042+85	Cut	10.0	1.1	
1042+35	1053+05	Borrow	1095.3		
1044+50	1049+22	Cut	110.3	38.3	226.3
1051+75	1055+08	"	151.6	17.9	
1055+00	1065+50	Borrow	2577.9		
1060+60	1062+05	Cut	43.1		
1065+40	1070+50	"	154.7	158.7	2.1
1067+~~2~~75	1068+35	Borrow	38.5		
1069+90	1076+43.1	"	1236.6		
1074+00	1076+43.1	Cut	74.8	26.0	
1076+43.1	1077+90	"	48.6	16.2	
1076+43.1	1083+00	Borrow	693.9		
1078+82.4	1082+25	Cut	102.1		
983+40	992+05	Cut Ditches	6.1	38.0	

This estimate is subject to change and correction and will not be binding upon the Oregon State Highway Commission

FEB 25 192

M 44- B-7021 -1M -11-27

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

Baker & Co.

Sub-Contract

981+70 - 1083+00

Sta.	to Sta.	Item	Com.	Rock	O-Haul	
995+40	1001+35	Cut Ditches		37.3		
1004+50	1007+90	" "	12.6			
1009+00	1011+00	" "	7.4			
1014+81	1021+45	" "	21.6	3.0		
1024+48	1034+30	" "	7.8	39.3		
1041+35	1042+95	" "		5.9		
1044+50	1049+40	" "	3.7	14.4		
1051+70	1055+15	" "	2.4	10.4		
1060+50	1062+05	" "	5.7			
1065+40	1070+50	" "	7.0	18.9		
1074+00	1077+95	" "		14.6		
1078+80	1082+27	Cut Ditches	12.9			
	Baker & Co.	Totals	16610.4	7271.8	8672.7	

This estimate is subject to change and correction and will not be binding upon the Oregon State Highway Commission

FEB 25 193

Form 29

PR 147 B

13

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

August 15, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- Oregon F.A.P. No. 147-B

Concerning vouchers recently received from you for the above mentioned project, we find you have submitted two different vouchers -- both bearing the number "147-B-2": one covering the period-- March 11, 1930 to June 10, 1930; and the other covering March 11, 1930 to July 10, 1930. Since the time embraced in the former is included in the latter, we are forwarding the latter to the Washington Office for payment, and returning all copies of the other to you for cancellation, since this duplication is manifestly an oversight in preparing the documents in question.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

Encls.

Form 39—D14454—2500—11-29

PR 147B

OR N STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 4, 1930

Job name Horse Ridge - Dry River Grading -

Highway Central Oregon

County Deschutes Job prefix 9 P.G.

Week from July 26 to Aug 2nd

Mail address Bend Ore

Telegraph or telephone address Bend

Express and freight address Bend.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Job Completed On August 2nd

Contractor Beyer moving his stock & equipment from job.

There will necessarily be considerable field work to be done by engineering crew in measuring borrow pits & rock cuts.

Final Report N.

[illegible]
AUG 7 1930
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed K.M. Hackett

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 8

Miles completed 8^{4}

Miles completed except finishing 0

Total cubic yards in project 93000 ±

Cubic yards moved to date 93 000 ±

Miles covered by contractor's forces ✓

Miles cross-sectioned 8^{4}

Miles cross-sections completed and checked 8^{4}

Miles to be remeasured 3^{75}

Number men in Engineering Party 4 - Part time

Contractor's average force for week 8 *men,*

20 Horse *teams,* 1 Comp 1 1/2 yd *steam shovels*

Grading work will be completed ~~*about*~~ Aug 2nd 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 147 B

February 24, 1930

Mr. W. C. Hanser
Division Engineer
State Highway Dep't.
Bend, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 21, to which was attached a copy of Mr. Hackett's report of the same date covering the proposed revisions of alinement on Unit No. 3, Horse Ridge-Dry River Section of the Central Oregon Highway.

I have looked over the map and profile carefully and am well satisfied with the R1 revision between Stations 1137 and 1168. I had this in mind there, however, that it might be possible to make a channel change between the upper and lower crossings on the south side of the roadbed, using the material from this excavation to make the embankment and thus save the cost of the 36-inch culvert pipe which would otherwise be required. This excavation would, of course, depend on whether solid rock or other classified material was found in the excavation.

I am not, however, satisfied with the R2 revision as shown by the profile, as I think this involves heavier work than is necessary. Unless this can be modified, I think it would be necessary to use Burns' line between Stations 1350 and 1456, with the elimination of the two-degree curve at Station 1385. You will recall that we looked at this curve on the ground and thought that it could be easily eliminated.

However, rather than take Burns' line between Stations 1350 and 1456, I think it would be advisable first to see if a better line could not be secured by taking a new tangent, say between Station 1150 and Station 1370, eliminating the four-degree curve at Station 1191. You will recall that at this point when we made an inspection of the line, Mr. Hackett stood in the bottom of the creek bed which appeared to be five or six hundred feet south of the present line, and there appeared to be fairly level ground to the south of him. I do not know as this long tangent could be worked out without breaking it up more or less, but at any event it seems to me unless there are some sharp breaks in the ground of which I am not advised, that we could secure a good location which would appear to be considerably shorter than the B line which was run in by Mr. Runge. This is all open country, so I think that the controls could be readily picked out and the line easily run in.

If you have any other suggestions or thought as to a means of securing the result desired, please do not hesitate to express yourself. The main idea is to get the best line we can between these points.

In reading over Mr. Hackett's report the length of the L line, of course, is in error. I was somewhat surprised that the computed rise and fall on the B line did not more nearly equal the rise and fall on the combination of Burns' line and the revisions. I had no means of checking the rise and fall on the B line, but did check up the rise and fall on the L, R1, R2 and B combinations and my figures are 532 feet for the unit beginning at Station 1083, which is designated on the map as the east end of the Horse Ridge project.

I am returning under separate cover the blue print, profile and the 400-foot alinement map on detail paper which you sent in. Will you please handle the above matter promptly, as it is desired to advertise this job as soon as possible.

Very truly yours

State Highway Engineer

RAK:EF

11-28

ISSIONERS
H.B. VAN DUZER PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 21, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Under separate cover, I am sending you the 400 foot scale hard paper map, and a blue print profile of Unit 3, Horse Ridge-Dry River Section of the Central Oregon Highway, and am enclosing herewith a copy of letter from Mr. H. N. Hackett to me, wherein he reports upon the line revisions which were made at your request on your recent visit here.

The line revisions have been platted on the map, and on the profile the ground line has been shown in black, with tentative grade line in red. Both the R1 and R2 lines, which are the new lines, are platted thereon, also that portion of the "B" or Runge line, east of Sta. 1382, has been shown which will outline all proposed lines at this time, except the "B" or Runge line west of Sta. 1382, which I believe, is your choice to abandon on account of its extra length.

After studying the situation, I recomment that the combination of the L. R1, R2 and B line as shown, be adopted, as it will when constructed, provide excellent alignment and very good grades. While it may appear that the cuts and fills on the R2 and B line seem rather excessive, I believe that it would be consistant with our standard of construction of other Units on this Highway. You will please note that the tentative grade line has been kept high, due to snow conditions on this section, taking advantage of the "wild" borrow, and to widen and daylight the cuts, when possible. North and west of Millican the snow drifts considerably, and should the grade line be kept low, there would be trouble keeping cuts open. On all of the heavy cuts on this portion, washed gravel will be found, with perhaps some boulders, but do not anticipate any solid ledge rock. By keeping the grade high and taking advantage of widening all cuts where borrow is necessary, I believe the layout as shown thereon, will work out satisfactorily.

11-26
ISSIONERS
. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

The revision R1 is, I believe, satisfactory, there being no channel changes necessary, and the alignment is fine.. An abundance of good material is available here where it is necessary to borrow for the section across the flat between the crossings of the Dry River bed.

I would appreciate it if you will call me by phone after you have looked this over, so that I may have Mr. Hackett take the necessary preliminary cross sections as quickly as possible. I would like to have you return the map and profile as soon as you are done with it, as it will be helpful in preparing the regular plans, etc.

Yours very truly
C. W. Wanzer
C. W. Wanzer
Division Engineer

CWW/C
enc.

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 21, 1930.

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

With reference to the proposed revision of alignment of two sections of Unit # 3, Horse Ridge-Dry River Section of the Central Oregon Highway, which were discussed on the ground by Mr. R. A. Klein, yourself and I. I wish to advise that I have made these line changes as instructed and am handing you herewith, the 400' scale map and a profile with the changes noted thereon.

Preliminary Cross Sections have not yet been taken, and I will await your approval upon the feasibility of this new line before going to this trouble.

For your information, wish to advise that I believe the change of the "L" line between Sta. 1137 to 1168 to be practical and worthy of adoption. The change at Sta. 1330, which makes connection with the present "L" line to the "B" line (recently ran out by Engineer John Runge) is practical, but will doubtless be much more expensive than the present located line. Owing to the fact that the new line lies in the path of drifting snow, it will be necessary to hold the grade line high and widen the cuts considerably on the south side to keep them clear. However, this change will improve the alignment considerably and after once constructed will be, I believe, consistent with the policy of maintaining the high standard of alignment on other sections of this Highway.

It will take approximately seven days of field work to take the preliminary Cross Sections on these two revisions, after which the entire project (Unit #3) can be readily worked up and submitted to Mr. Klein.

The lengths of the various routes and curvature as now laid out are as follows:

Line	Length	Angle	Rise & Fall	
L	36965.9 X	168.29	655.65	
L-R^1 R^2 & B	36137.1	62° 27	588.95	- 532 ft
B	37082.2	46° 06	~~416.00~~	460 ft

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

I do not think there will be much, if any, Solid Rock encountered on the R2 and B Lines, but indications are that washed gravel and some boulders will be had in the cuts. However, believe it will not pass over the intermediate classification. Using the R2 and B line will require more culvert pipe than the "L" line, owing to the number of small ravines crossed.

Yours very truly

H. N. Hackett
Resident Engineer

HNH/c

FORM 2-C-4 C-10699 1000 11-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR147B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 21, 1930.

NOTED
State Highway Engineer

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir :

Herewith enclosed, please find copy of report made to me by Mr. H. N. Hackett, upon the soundings made for cinders from Pilot Butte and gravel on the west end of Unit 2, Horse-Ridge Section, which is self explanatory.

It appears that there will be a sufficient amount of cinders available, from a privately owned source, for all our needs, providing of course, it evolves into that kind of a project, and without seriously encroaching upon the State owned Park.

Yours very truly
C W Wanzer
C. W. Wanzer
Division Engineer

CWW/c

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 21, 1930.

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

In connection with the soundings which were made for prospective cinder pits on Pilot Butte, and also for gravel pits on Unit 2, Horse Ridge Section, wish to report as follows:

Pilot Butte.

I had a crew of three men, one day, digging test pits on the privately owned tract lying north of and also the east side of the State Park property. They covered the territory very thoroughly, and from these pits I have been able to locate a good grade of cinders in practically unlimited quantity on the tract lying north and northwest of the Butte.

From the standpoint of accessibility, it will be more desirable to approach and open a pit on the northwest side of the Butte, a good hauling road being easily constructed with a distance of only approximately 1500 feet from the extreme west end of the Central Oregon Highway at the City Limits, to the pit. Half of this distance would be on State property. A road around the north and east side of the Butte would be much more costly to construct, and the distance would be about 4000 feet, all on privately owned ground.

The soundings made from a point northeast of the Butte, around to and including the tract directly east, do not indicate anything worth while. The northeast Section being covered by a heavy deposit of sand, and on the east side there were no cinders uncovered at all, the sand being at least eight to ten feet in depth. On the northwest side, there is a possibility of opening a pit as large or larger, than the present one on the south side, without encroaching very close to the line of the Park property. The cinders here are of a red color and at the toe of the slope are pretty coarse, getting finer as you go up the slope. I don't think that a pit opened at this point would detract from the scenery surrounding the Park. In fact, I don't think one would even notice it while ascending the Butte.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Horse Ridge Section Gravel.

The same crew spent two days prospecting for gravel on this section and succeeded in locating an abundance of it.

At about Sta. 790 one pit was put down to a depth of eight feet. There was approximately two feet of clay on top, the balance being a good grade of gravel extending as far as the hole was dug.

At Sta. 820, there is some gravel but after digging, found about 2.5 clay on top and only four feet of gravel, when it played out. At Sta. 840 however, a number of large pits were dug, and in each case, after going through approximately two to two and one half feet of clay, good gravel was found as far as the holes were dug, (eight to ten feet deep) and covers an area of ten or more acres.

In my opinion, a pit could be opened at Sta. 790 for use in surfacing the project west, and another at Sta. 840 for use eastward. On the sketch which I hand you herewith, I have estimated several schemes for determining a plan for placing the base course of surfacing on the Bend-Horse Ridge Section, as far eastward as the foot of the grade on Horse Ridge, at Sta. 890. However, I have used Sta. 820 as the source of the gravel.

Yours very truly

H. N. Hackett
Resident Engineer

hnh/c

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P.147-B ✓

Post Office Building
Portland, Oregon.

Feb. 20, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By C. Andersen
C. Andersen,
Assoc. Highway Engineer.

Ton

Appr. 6453

Form P. R. 2
State **Oregon**
Project No. **147, Section B.**

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of December, 1928, a project statement, which was approved by the Secretary on the 23rd day of March, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 29th day of October 1929, and approved by the Secretary on the 8th day of February, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-nine thousand, one hundred forty-seven and 58/100 dollars ($39,147.58) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State **Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.**
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ________ of ________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________
(State how placed under direct control of Highway Department)

*(*c*) ________

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between **survey station 639+60 at the east end of Section A of said project in the N.E.¼ of Sec.36, T.18 S., R.13 E., W.M., and survey station 1083+00 in the south ½ of Sec. 24, T.19 S., R.14 E., W.M.,** terminal points, a distance of **8.385** miles, known locally as **the Horse Ridge-Dry River Section of the Central Oregon Highway between Bend and Burns, Deschutes County, being Section B of Oregon Federal Aid Project No. 147.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty-nine thousand, one hundred forty-seven and 56/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-three thousand, five hundred one and 90/100 dollars, the approved total estimated cost of Section B of said project.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 8th day of February, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By C. E. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ______________________________
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between **survey station 639+50 at the east end of Section A of said project in the N.E.¼ of Sec. 36, T.18 S., R.13 E., W.M., and survey station 1083+00 in the south ½ of Sec. 24, T.19 S., R.14 E., W.M.,** locally known as **the Horse Ridge-Dry River Section of the Central Oregon Highway between Bend and Burns, Deschutes County** and designated in the records of this Department as **Section B of** Project No. **147**, State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $**63,501.90** as the total estimated cost of **Section B of** said project, and the sum of $**32,147.58** as the share of the United States, payable under said acts on account of **Section B of** such project, which does not exceed **the authorized Federal pro rata share** ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 8th day of Febr one thousand nine hundred and Thirty, as witness my han[illegible] of the Department of Agriculture.

R. W. Dunlap
Acting *Secretary of Agriculture.*

PR147B

December 24, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement on the Horse Ridge-Dry River Section of the Central Oregon Highway in Deschutes County, Project No. 147-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

C. B. Probert
Office Engineer

Encls.

Oregon State Highway Department Project No. 147-B

HORSE RIDGE-DRY RIVER SECTION OF THE CENTRAL OREGON HIGHWAY

IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, December 21, 1928.

All Required	Clearing and Grubbing		Low Bid	$1,600.00
63,000 cu.yds	Common Excavation	.25	" "	15,750.00
30,000 cu.yds	Solid Rock Excavation	1.225	" "	36,750.00
35,000 yd.sta.	Overhaul	.05	" "	1,750.00
240 lin.ft	12" Concrete Pipe	1.85	2d Low Bid	444.00
320 lin.ft	18" Concrete Pipe	2.90	" " "	928.00
130 lin.ft	24" Concrete Pipe	3.90	" " "	507.00
				$57,729.00
			10% Engrg. & Conts.	5,772.90
				$63,501.90

Length of Project 8.385 miles
Cost per mile $7,573.27

State Funds Available	$ 24,354.52	
Federal Aid Requested	39,147.38	(61.64780+%)
	$ 63,501.90	

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920
State Funds for Maintenance - Chapter 41, Laws 1927.

PR147B

December 21, 1929

Standard Oil Co. of California
P. O. Drawer 1197
Portland, Oregon

Attention Mr. F. M. Ewing.

Gentlemen:

Replying to your inquiry of the 18th inst. concerning the contract awarded to Boyer Brothers, Ontario, for the construction of the Horse Ridge-Dry River Section of the Central Oregon Highway, wish to say that this is state highway contract #1151, and was awarded to Henry C. Boyer. The amount of the contract is $57,789.00.

The amount of the bond is $60,000.00. The bond was written by the National Surety Company, for whom W. B. Gilham is agent, with offices in the Corbett Building, Portland. The specified date of completion of this work is September 30, 1930.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.
Dec. 18, 1929

Boyer Bros. Ontario

State of Oregon Highway Comm.,
Salem, Ore.

Dear Sir:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

We understand that Boyer Bros. have been awarded the contract for the grading of the Horse Ridge-Dry River Section of the Bend-Burns Highway. As we are delivering Petroleum products to be used in connection with this contract, we would like the following information in order to complete our records:

Contract number #1131
Amount of the contract $57,729.00
Amount of the bond $50,000.00
Name and address of the bondsman furnishing (Corbett Bldg. Portlan
the material men bond National Surety Co., W. B. Gilham, Agt
Time limit or estimate of when the job will
be completed Sept, 30th, 1930

We thank you for furnishing this information and for your convenience a stamped and addressed envelope is enclosed.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

B

Henry C. Boyer
Horse Ridge-Dry River
Central Ore Hwy
8 4 miles [illegible]

CDE:LP
Enc.

ANSWERED
H. B. G.

P 147B

December 3, 1929

Mr. Henry C. Boyer
Ontario, Oregon

Dear Sir:

There is handed you herewith for your records and files an executed copy of the contract recently awarded to you by the State Highway Commission for the 8.40 miles of grading on the Horse Ridge-Dry River Section of the Central Oregon Highway, in Deschutes County.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:MF

Form No. 39—22292—6M—8-23

PR 147 B

OREGON STATE HIGHWAY DEPARTM

#1

FIELD ENGINEER'S WEEKLY REPORT

Date Nov 29, 192

Job Name Horse Ridge, Dry River Sec.

Week from Nov 25 to Nov 30

Mail Address Bend Or

Highway Central Oregon

Telegraph or Telephone Address

County Deschutes Job Prefix 9PG

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Contractors foreman Craig has been here all week making up his camp near Sta 900 - Has done no work yet but expects to start next week on the clearing.

~~He~~ Mr Boyer was in the office Friday. He advises that he has saved 1½ miles on the West end -

(See back of this sheet for instructions and detailed information.)

Signed H M Hackett

Title Res Engr.

GRADING CONSTR[illegible]ON

Total miles of grading on project 8 4

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0 - Setting up Camp

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 0

Number men in Engineering Party 4

Contractor's average force for week 0 *men,*

— *teams,* — *steam shovels*

Grading work will be completed about —

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

PR#147-B

October 30, 1929.

Mr. C. W. Wanser
Division Engineer
State Highway Department,
Bend, Oregon.

Dear Sir:

For the use of the resident engineer in connection with construction operations on the Horse Ridge-Dry River Section, we are today returning to you the plotted cross-sections and quantity computation sheets.

We are also returning the blue print copy of the original profile on which the revised information in regard to distribution of materials was submitted.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Commissioners
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Oct. 17th, 1929.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:

Enclosed herewith please find sketch map, profile, quantity sheets and copy of letter from H. N. Hackett on the proposed revision of Burn's line Sta. 670 + 77 to 694-Horse Ridge Section of the Central Oregon Highway which revision was made at your request and of which you are familiar.

Hackett's letter is self explanatory and believe that you will agree that the revised line should be adopted.

Yours very truly,

C W Wanzer

C. W. Wanzer
Division Engineer

CWW:I
Enc.

FORM [illegible]

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GAT[illegible] MEDFORD
ROBERT W. SAWYER, BEND

HIGHWAY DEPARTMENT

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Oct. 17th, 1929.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

Dear Sir:

At the request of Mr. Klein I have made a survey of a proposed line change, Sta. 670 + 77 to 694 + 27-Horse Ridge section of the Central Oregon Highway. I am enclosing herewith a sketch map on 100' scale also profile of the proposed change showing approximate quantities, etc.

It is my opinion that the new line shown on the map as L' is the better location being located over practically the same country and it eliminates 36°16' degrees of curvature and shortens the distance by 63.6 feet. The quantity of rock on the revised line [illegible] practically the same but according to our estimates will be a saving of about 600 cu. yds. of common borrow.

I am enclosing also the quantity sheets to support the quantities as shown on the profile.

Very truly yours,

H. N. Hackett
Resident Engineer

HNH:I
Enc.

ROBERT W. SAWYER, BEND
C. E. GATES, MEDFORD
H. B. VAN DUZER, PORTLAND, CHAIRMAN
COMMISSIONERS
FORM 8-C-1 D-11414 1M 1-28

Form 44—C-10757—5M—12-28.

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

Sta. 667 to 697 L' Revision
Comparison of Quantities

		Rock Exc.	Borrow	S-4	Curvature	Length
Burns		1041	3348	70	77°27'	$3000^{\underline{0}}$
H.N.H.		1057	2745	0	41°11'	$2936^{\underline{4}}$
	H.N.H. Diff.	+16	-603	-70	-36°16'	$-63^{\underline{6}}$

SK [illegible] 10-10-29

[illegible] 687+

PR147B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

October 29, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are today returning the original cross-sections pertaining to Oregon Federal Aid Project No. 147-B, Horse Ridge - Dry River Section of the Central Oregon Highway.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

Dm.

FR147B

October 23, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five sets of special provisions covering the Horse Ridge-Dry River Section, Project 147-B. Four blue print sets of plans and one set of original cross-sections are being sent under separate cover.

The additional set of blue print plans was sent to you a few days ago.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

ROY A. KLEIN
STATE HIGHWAY ENGINEER

Oregon State Highway Department Project No. 147-B

HORSE RIDGE-DRY RIVER SECTION OF THE CENTRAL OREGON HIGHWAY

IN DESCHUTES COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, Oct. 23, 1929.

All Required	Clearing and Grubbing		$2,500.00
63,000 cu.yds	Common Excavation	.40	25,200.00
30,000 cu.yds	Solid Rock Excavation	1.00	30,000.00
35,000 yd.sta.	Overhaul	.05	1,750.00
240 lin.ft	12" Culvert Pipe	1.25	300.00
320 lin.ft	18" Culvert Pipe	2.25	720.00
130 lin.ft	24" Culvert Pipe	3.25	422.50
	Sub-total		$ 60,892.50
	10% Engr. & Cont.		6,089.25
	Total		$ 66,981.75

Length of Project 8.385 miles

Cost per Mile $7,988.28

State Funds Available	$ 25,299.01	
Federal Aid Requested	41,682.74	(62.23%)
	$ 66,981.75	

PR147B

~~Form 2-C-1~~ G-10636 1000 11-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

October 24th, 1929.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

Herewith enclosed please find Division Engineer's estimate of cost for grading the Horse Ridge-Dry River section of the Central Oregon Highway.

Very truly yours,

C. W. Wanzer
Division Engineer

By H N Hackett.
H. N. Hackett
Div. Office Engineer

HNH:I
Enc.

Oct. 24,1929

DIVISION ENGINEER'S

Estimate of cost for Grading Unit No. 2

HORSE RIDGE-DRY RIVER SECTION CENTRAL

OREGON HIGHWAY

Quantities as shown in proposal

Clearing & Grubbing		Lump Sum		$ 3500.00
Common Excavation	63000	cu. yds	@ .30	18900.00
Solid Rock "	30000	cu. yds	@ $1.50	45000.00
Overhaul	35000	Sta. "	@ .05	1750.00
12" Concrete pipe	240	lin. ft	@ 1.50	360.00
18" " "	320	" "	@ 2.50	800.00
24" " "	130	" "	@ 3.50	455.00
		Total		70765.00

CONTRACT #1133, 1210,

PR 159-A Tillamook Co. Line-Grand Ronde Sec. 1929

1210

1133

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 5, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon U. S. Public Works project NRH 159-A, which indicates that payments already made exceed the total amount claimed for the project, leaving a credit of $160.77.

This credit has been taken on the final voucher for Oregon U. S. Public Works project NRH 153-A by showing the previous payments as $31,523.40, thereby reducing the face of the voucher to $430.44.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

J. 44

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 159-A

Dec. 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal Aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer.

Encl.

Hwy-8295

Form P. R. 2

State Oregon

Project No. NRH 150, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

OCT 9 - 193

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933;

Whereas the Highway Department of said State submitted on the 7th day of October, 1929, a project statement, which was approved by the Secretary on the 9th day of November, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 7th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-one thousand, six hundred eighty-three and 75/100 dollars ($ 21,683.75) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 198+10, two miles west of Grande Ronde, and survey station 431+80 at the Tillamook-Polk County line,

, length 4.536 miles, in Polk County, being Section A of Oregon National Recovery Highway project No. NRH 159, consisting of 4.536 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible] known locally as the Grande Ronde - Tillamook County Line Section of the Salmon River Highway, between official control points "Junction on Federal Aid Road near Otis,"and "a point on Federal Aid Road near Valley Junction."

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-one thousand, six hundred eighty-three and 75/100 dollars ($21,683.75), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-one thousand, six hundred ninety-eight and 75/100 dollars ($31,698.75), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payments to be made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8 day of December, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5516

By P St J Wilson
Acting Chief, Bureau of Public Roads.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. [illegible] 150-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 21,698.75 as the total estimated cost of said project, and the sum of $ 21,683.75 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8 day of December one thousand nine hundred and thirty three

Secretary of Agriculture
~~[illegible]~~

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. G. 1931 8—4829

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

No. 8

November 6, 1933

RECEIVED
N[illegible] - 1933
OREGON
[illegible] COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon NRH 159-A Tillamook County-Grande Ronde Section of Salmon River Highway, was made by a representative of this office on October 18, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Stencil #46-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRH-159-Sec. A.

October 7, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith three copies of proposed project agreement, ~~as amended~~, for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

Encls.

P.S. Enclosed also is an approved copy of the detail estimate upon which the project agreement was based together with approved copy of specifications.

RECEIVED
OCT 9 - 1933
OREGON

159-B

OREGON STATE HIGHWAY COMMISSION

September 25, 1935

Mr. H. G. Smith
Office

Dear Sir:

Herewith copy of a letter from J. M. Devers regarding the claim of the Polk Operating Company. Please get all the information available on this subject from Resident Engineer Johnson and the files and make a report to Mr. Devers in relation thereto.

Very truly yours

State Highway Engineer

RHB:HI

cc J. M. Devers

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

September 25, 1933

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The claim of the Polk Operating Company for logs furnished for the construction of the crib under the contract with Harmon and Tittle has again been brought up by the attorneys for the Polk Operating Company.

I find from an examination of the files a representation to the effect that the Polk Operating Company sold the logs on the credit of the State and not on the credit of the contractors and in keeping with that theory that the company billed the State for the price of the logs.

Will you please have some one furnish me information as to that fact, and if the company did bill the State I would like to have a copy of the billing and particularly the date.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:[illegible]

August 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Tillamook County Line-Grand Ronde Section, Project No. NRH-159-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. M. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-159-A

TILLAMOOK COUNTY LINE-GRAND RONDE SECTION
OF THE SALMON RIVER HIGHWAY IN POLK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 28, 1933.

STATEMENT OF COMPLETED WORK

Part on Which New Work Is To Be Done:
(Sta. 192+10 to Sta. 431+80):

Final Cost on Roadwork	$ 24,571.62
Federal Aid paid on Roadwork	15,148.94
Length of Roadwork	4.527 miles
Length of 1 Bridge	.011 miles
Cost per mile, Roadwork	$ 5,427.79
Federal Aid paid per mile, Roadwork	$ 3,346.35

Part on Which No Additional Work is to Be Done:
(Sta. 98+80 to Sta. 192+10):

Final Cost on Roadwork	$ 9,851.45
Federal Aid paid on Roadwork	$ 6,073.63
Length of Roadwork	1.815 miles
Cost per mile, Roadwork	$ 5,427.79
Federal Aid paid per mile, Roadwork	$ 3,346.35

SUMMARY OF COMPLETED WORK

Final Cost on all Completed Roadwork	$ 34,423.07
Federal Aid paid on all Completed Roadwork	$ 21,222.57
Total length of Roadwork	6.342 miles
Length of one Bridge	.011 miles
Total length of Project	6.353 miles

BITUMINOUS MACADAM WEARING SURFACE, TYPE B-12
(Sta. 192+10 to Sta. 431+80)

Roadwork:

4.5 miles	Preparation of Base	$ 50.00	$ 225.00
6,100 cu. yds.	Placing Mineral Aggregate	1.10	6,710.00

12,500	yd. mi.	Hauling Mineral Aggregate	$ 0.15	$ 1,875.00
375	Tons	Asphalt in Place	25.20	9,450.00
45	Tons	Emulsified or Cut-back Asphalt in Seal Coat	22.50	1,012.50
800	cu. yds.	Rock Shoulders	0.25	200.00
1,200	yd. mi.	Hauling Shoulder Material	0.20	240.00
			Sub-total	$ 19,712.50
			10% Engr. & Cont.	1,971.25
			Total..................	$ 21,683.75

Length of Roadway	4.527 miles
" " 1 Bridge	.011 miles
" " Project	4.538 miles
Cost per mile	$ 4,778.26

Note:- Bituminous Macadam is to be constructed across bridge.

National Recovery Highway Funds Requested......... $ 21,683.75

NON-PARTICIPATING ITEMS

Aggregate Furnished under State Contract No. 1351

3,900	cu. yds.	2½" - 1½" Mat'ls in Stockpile	$ 1.15	$ 4,485.00
1,000	cu. yds.	¾" - ½" Mat'ls in Stockpile	1.15	1,150.00
820	cu. yds.	½" - ¼" Mat'ls in Stockpile	1.15	943.00
380	cu. yds.	¼" - 0" Mat'ls in Stockpile	1.15	437.00
30,000	yd. mi.	Hauling Crushed Rock, Pile Meas.	0.10	3,000.00
				$10,015.00

State Funds for Construction: Chap. 175, laws 1917: Chap. 51, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

PR1599a

NOTED

Project No. [illegible]

Oregon State Highway Department

Tillamook County Line-Grande Ronde Section

of the Salmon River Highway in Polk County

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, Sept. 27, 1930.

7,500 cu. yds.	Excavation, Single Classification	$0.45	$3,375.00
3,000 yd. mi.	Truck Haul (Exc. & Emb. Materials	0.19	570.00
1.5 Miles	Reshaping Turnpike Section	375.00	562.50
12,000 cu. yds.	Base Course Surfacing	1.70	20,400.00
4,000 cu. yds.	Top Course Surfacing	1.64	6,560.00
2,000 cu. yds.	Earth Filler	0.45	900.00
4,000 yd. mi.	Filler Haul	.225	900.00
	Sub-total		$33,267.50
	10% Engr. and Cont.		3,326.75
	Total		$36,594.25

Length of project (including bridge) 6.348 miles.

Length of bridge (non-participating) .011 miles.

Length of project (excluding bridge) 6.337 miles.

Cost per mile, $5,774.48

Improvement District Funds,	$13,821.65	
Federal Aid Funds	22,772.60	(62.23%)
	$36,594.25	

PR1599

August 14, 1931

Fidelity and Deposit Company,
Failing Building,
Portland, Oregon.

Attention of Mr. Clarence D. Porter.

Gentlemen:

Reply is made to your letter of the 10th inst., concerning the contract awarded to J. H. Gallagher for the resurfacing of the Salmon River Highway. Our records show, as follows:

Contract No. 1133 for the surfacing of the Tillamook Co. Line-Grand Ronde Section of the Salmon River Highway in Polk County, consisting of 6.88 miles of surfacing, was completed on October 15, 1930. We have in our files a letter from you, dated November 28, 1930, requesting that final payment on this contract be withheld until further advised. We also have a letter dated January 6, 1931, from Mr. John Lichty, attorney for the surety, Fidelity and Deposit Company of Maryland, also requesting that further payments be held up pending further advice. We are at this time holding the sum of $900.82 on this contract.

Contract No. 1210 for the furnishing of maintenance materials for the Dolph Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties was completed on October 15, 1930. We are holding the sum of $256.59 on this contract for the same reasons that we are holding up the payment on the final estimate, contract 1133.

I trust that this is the information which you desire.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Aug, 11, 1931

H. B. G.

Am not able to tell just what Mr. Porter means by his letter.

Contract No. 1133 - Tillamook Co. Line-Grand Ronde Section of the Salmon River Highway in Polk County which consisted of 6.39 miles of surfacing was completed October 15, 1930.

Contract No. 1210 - Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties, consisting of furnishing maintenance material, was completed on October 15, 1930.

On January 6th, 1931, Mr. John Lichty, attorney for the Surety, requested that no further payments be made to Gallagher. Also, on November 28th, 1930, Mr. Porter wrote and requested that final payment on No. 1133 be held until advised.

At this time we are holding $900.82 on Contract No. 1133 and we are holding $256.59 on contract No. 1210.

I am under the impression that neither of the contract was ever completed by Gallagher but he was given a final on both and stopped. Anway they both have been finaled.

#1133
[illegible] Co

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

August 10, 1931

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir: In re' Bond No. 3646569-J. H. Gallagher,
Resurfacing Salmon River Highway.

Will you kindly advise us whether or not the above contract has been completed by Mr. Gallagher so that we may adjust our files.

Very truly yours,

Clarence D Porter

Clarence D. Porter,
Manager.

EP

ANSWERED
H. B. G.

AUGUST
Second
1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 31, in which inquiry is made concerning the present roadbed on Project No. NRH-159-A, Tillamook County Line-Grand Ronde Section.

We are accordingly sending, under separate cover, five blueprint copies of the typical cross-section sheet which has been revised by additional explanatory information regarding the present roadbed. As indicated by the typical cross-section sheet, the roadbed was widened by state forces and a 20-foot surface, 4 inches in depth was constructed on a 3-inch sub-base. Bituminous macadam wearing surface, Type B-12, 20 feet in width has been constructed from Sta. 96+50 to Sta. 192+10. This, together with the proposed new work, will result in a 20-foot bituminous macadam throughout the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 31, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged today of section sheet for Oregon National Recovery Highway project 159-A.

This project was completed in 1931 as a Federal Aid project and the surfacing consisted of 8" of crushed gravel, 18' wide.

The new section sheet proposes to place a bituminous macadam (Type B-12) 20' wide on this road. If this project has been resurfaced by the State, we would appreciate advice as to type, thickness and width; otherwise it is not considered satisfactory to call for a 20' wearing surface on an 18' surfacing.

As previously requested, information as to details of this kind should be forwarded with your letter of transmittal in order not to delay action on projects.

Very truly yours,

WHLynch

W. H. LYNCH
District Engineer

July 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications and two sets of special provisions for the Tillamook County Line-Grand Ronde Section, Project No. NRH-159-A.

Five blueprint copies of Sheet No. 2 of the plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Bush/KK

Encl.

Oregon State Highway Department

National Recovery
Highway Proj. No. NRH 173-A

TILLAMOOK COUNTY LINE-GRAND RONDE SECTION OF THE SALMON RIVER HIGHWAY IN POLK COUNTY

(Estimate with bituminous macadam Specifications. Not as basis for project agreement)

Salem, Oregon, July 28, 1933.

STATEMENT OF COMPLETED WORK

Part On Which New Work Is To Be Done. (Sta. 192+10 to Sta. 431+80):

Final Cost on Roadwork	$24,571.62
Fed. Aid paid on Roadwork	15,148.94
Length of Roadwork	4.527 miles
" " 1 Bridge	.011 "
Cost per mile, Roadwork	$ 5,427.79
Fed. Aid paid per mile, Roadwork	$ 3,346.35

Ⓐ

Part on Which No Additional Work is to Be Done (Sta. 96+50 to Sta. 192+10):

Final Cost on Roadwork	$ 9,851.45
Federal Aid paid on Roadwork	$ 6,073.63
Length of Roadwork	1.815 miles
Cost per mile, Roadwork	$ 5,427.79
Fed. Aid paid per mile, Roadwork	$ 3,346.35

SUMMARY OF COMPLETED WORK

Final Cost on all Completed Roadwork	$34,423.07
Federal Aid paid on all Completed Roadwork	$21,222.57
Total length of Roadwork	6.342 miles
Length of one Bridge	.011 "
Total length of Project	6.353 "

BITUMINOUS MACADAM WEARING SURFACE, TYPE B-12 (Sta. 192+10 to Sta. 431+80)

4.5	miles	Preparation of Base	$75.00	$ 337.50
6,100	cu. yds.	Placing Mineral Aggregate	1.15	7,015.00
12,500	yd. mi.	Hauling Mineral Aggregate	0.15	1,875.00
375	tons	Asphalt in Place	24.00	9,000.00
45	tons	Emulsified or Cut-back Asphalt in Seal Coat	24.00	1,080.00

800	cu. yds.	Rock Shoulders	$0.25	$ 200.00
1,200	yd. mi.	Hauling Shoulder Material	0.12	144.00
		Sub-total		$19,651.50
		10% Engr. & Cont.		1,965.15
		Total		$21,616.65

Length of Roadway 4.527 miles
" " 1 Bridge .011 "

" " Project 4.538 "
Cost per mile $4,763.47

Note: Bituminous Macadam to be constructed across bridge.

National Recovery Highway Funds Requested $21,616.65

NON-PARTICIPATING ITEMS

Aggregate furnished under State Contract No. 1351

③

3,900	cu. yds.	2½" - 1½" Mat'ls. in Stock Pile	$1.15	$ 4,485.00
1,000	" "	3/4" - ½" " " " "	1.15	1,150.00
820	" "	½" - ¼" " " " "	1.15	943.00
380	" "	¼" - 0" " " " "	1.15	437.00
30,000	yd. mi.	Hauling Crushed Rock, Pile Meas.	0.10	3,000.00
				$10,457.00

PR1599.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 1, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

During a recent maintenance inspection of Oregon F. A. P. No. 159-A, Grande Ronde to County Line section of the Salmon River Highway, it was noticed that the surfacing was extremely rough and numerous potholes developing; also washouts of the fills near the east end, which occurred some time ago, have not been repaired.

Apparently but little maintenance work has been done on this project recently, and would suggest that the project be placed in a condition for the satisfactory handling of traffic.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
JUN 2 1931
OREGON
STATE HIGHWAY COMMISSION

copy handed to Clarke
RAK

FR 159a

March 17, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We refer now to your letter of March 14th concerning certain differences between the provisions which appear in the contract for the surfacing of the Tillamook County Line-Grande Ronde Section (Federal Aid Project No. 159-A), and the provisions which had previously been approved for that project.

These differences are fully covered and explained in a letter which was sent out to prospective bidders on October 25th, 1929, six copies of which letter are enclosed herewith.

We are very sorry that we failed to send copies of the letter to you at the time it was issued, or to otherwise notify you of the change.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By:

S. H. Probert,
Office Engineer.

SHP:WC
Encl.

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

October 26, 1929.

IN REPLY PLEASE
REFER TO FILE NO.

Prospective Bidders for the Surfacing of
the TILLAMOOK COUNTY LINE-GRANDE RONDE SECTION:

Gentlemen:

You are advised as follows in regard to the matter of freight rates and the payment of freight in connection with the proposed surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway, proposal form for which project was recently furnished you.

1. The provisions given under the heads "Special Freight Rates" and "Payment of Freight on Rail Shipments" as given on sheets 7, 8, and 9 of the special provisions which appear in the proposal form, are hereby cancelled, and will not appear in the contract. Freight rates will not be guaranteed by the State Highway Commission, and the freight will not be paid in the first instance by the State Highway Commission.

2. We are informed by the Southern Pacific Railway Company that, in view of the fact that work concerned is a public improvement being paid for with public funds, it will handle gravel shipments in connection therewith, from Willamette Valley Points to a point on the Willamina & Grande Ronde Railway about two miles west of Grande Ronde at the following rates:

From Portland, Corvallis and Albany — five cents per 100 lbs.
From Salem, Independence and Dayton — four cents per 100 lbs.

The above rates do not include switching charges involved in moving the materials to Southern Pacific tracks from gravel plants located on other lines.

The contractor will be expected to make his own arrangements in regard to freight shipments and the payment of the freight charges. He should therefore apply to the railway company officials for confirmation of the above mentioned rates and for any other information in regard thereto that he may desire.

Very truly yours,

ROY A. KLEIN

State Highway Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

March 14, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In checking preliminary special provisions against those attached to the contract on Oregon Federal Aid Project No. 159-A for surfacing, we find that page No. 8 of the original has been omitted and that two new paragraphs have been added to page No. 8 of the contract copy. We would like to know if all contractors were notified of this change before bids were received.

We expect details of the contract to agree with advance documents sent us. Changes in these documents should be avoided if possible, and when impossible, should be explained when the contracts are forwarded to us.

Please furnish us with copies of the letter regarding freight rates referred to on page No. 7 of the original special provisions.

The contract referred to will be held in this office until the supporting data requested is furnished by you. Payment of vouchers for any project cannot be recommended until copies of the contract for that project have been forwarded.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Tillamook County Line -
Grande Ronde

#1133

PR 159a

February 27, 1931

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by James Bishop for labor and materials furnished in the sum of $1912.49 in connection with J. H. Gallagher's contract for the construction of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Enc.

cc J. H. Gallagher
724 Yeon Building
Portland, Oregon

February 27, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 25th instant in which you inclose three certified copies of the notice of claim which has been filed in your office by James Bishop for labor and materials furnished in the sum of $1012.49 in connection with the contract of J. H. Gallagher for the construction of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 25, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Messrs. Senn & Recken, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by James Bishop for labor and materials furnished in the sum of $1912.49 against the bond taken from J. H. Gallagher, principal, and Fidelity and Deposit Com any of Maryland, surety, in connection with the construction of the Salmon River Highway, contract No. 1133, project No. 1221.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

[illegible]
FEB 27 1931
[illegible]

SECRETARY OF STATE,

Salem, Oregon.

Dear Sir:

NOTICE IS HEREBY GIVEN that James Bishop has a claim for materials, supplies and labor furnished to J. H. Gallagher, for use by the said J. H. Gallagher on what is known as the Salmon River Highway, Polk County, Tillamook County Line,Grand Ronde, covering 6.39 miles of surfacing, said project being known as Project No. 1221, Contract No. 1138, which contract was entered into between the Oregon State Highway Commission and J. H. Gallagher on the 19th day of February, 1930.

That the said James Bishop, by reason of an agreement with the said J. H. Gallagher, furnished the following material, labor and use of equipment, to-wit:

1930		
Jun 23 - Jul 14	Cost of Building Filler Pit	45.45
May 11	Hauling Dirt 207 hrs @ 2.75	569.25
Jun 6	Hauling Dirt 190½ " " "	523.88
Jun 29 - Jul 1	Hauling Dirt 33½ " " 2.25	75.38
Jun 21	Towing Federal Truck to Plant, 1 hr.	2.75
June 10/12	Blading road to pit, 2 hr.	6.85
July 1/21	Hauling Rock, 685 yds @.42	294.55
	Processing, 685 yds. @ .18	123.30
July 10/18	Loading Binder, 44 yds. @ .35	15.40
Jun 25 - Jul 18	Force Account	248.20
Jul 10/18	Hauling Binder, 44 yds. @ .17	7.48
		$1912.49

That the said James Bishop states that said amount is due from the said J. H. Gallagher and is due from his bondsman, the Fidelity and Deposit Company of Maryland, which bonding company became surety for the said J. H. Gallagher, which bond and agreement was made and entered into by the said J. H. Gallagher and the Fidelity and Deposit Company of Maryland on the 26th day of February, 1930, said bondsman agreeing to pay for all labor and material furnished on said work; that the same has not been paid nor any part thereof, and the same is now due and owing to the said James Bishop.

JAMES BISHOP

Subscribed and sworn to before me this 24th day of Feb. 1931 .

(SEAL)

F. S. SENN
Notary Public for Oregon
My commission expires
Oct 25, 1932

Endorsed: File No. 906
Filed February 25, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by James Bishop for labor and materials furnished in the sum of $1912.49 against the bond taken from J. H. Gallagher, principal, and Fidelity and Deposit Company of Maryland, surety, in connection with the construction of the Salmon River Highway, contract No. 1133, project No. 1221, with the original notice of claim filed in the office of the Secretary of State on February 25, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of February, A. D. 1931.

Hal E Hoss

Secretary of State

#1133

PR 1592

February 25, 1931

Fidelity & Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention: Clarence D. Porter
Manager

Gentlemen:

This letter is to inform you that we have today received a notice of claim from Senn & Recken, Lawyers of Portland, being the claim of their client James Bishop against J. H. Gallagher and is in the sum of $2512.40 for certain hauling work and other miscellaneous items furnished Mr. Gallagher in connection with his contract for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County, Oregon, state highway contract #1133.

This information is given you since you appear as surety on the bond furnished by Mr. Gallagher in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

MBG:W

cc J. H. Gallagher
724 Yeon Building
Portland, Oregon

February 25, 1931

Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Attention: F. S. Senn

Gentlemen:

This acknowledges receipt of your letter of the 24th instant inclosing a copy of the claim that you have filed with the Secretary of State, being that of James Bishop against J. H. Gallagher in the sum of $1912.40.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE: ATWATER 0972

F. S. SENN
L. A. RECKEN
W. E. CAMERON

PORTLAND, OREGON.

Feb. 24, 1931

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We enclose you copy of claim against J. H. Gallagher and his bondsman, Fidelity & Deposit Company, being on Project No. 1221, Contract No. 1133, Salmon River Highway, Polk and Tillamook Counties.

Very truly yours,

F S Senn

FSS:M
Encl.

ANSWERED
H. B. G.

FEB 25 1931

SECRETARY OF STATE,

Salem, Oregon.

Dear Sir:

NOTICE IS HEREBY GIVEN that James Bishop has a claim for materials, supplies and labor furnished to J. H. Gallagher, for use by the said J. H. Gallagher on what is known as the Salmon River Highway, Polk County, Tillamook County Line, Grand Ronde, covering 6.39 miles of surfacing, said project being known as Project No. 1221, Contract No. 1133, which contract was entered into between the Oregon State Highway Commission and J. H. Gallagher on the 19th day of February, 1930.

That the said James Bishop, by reason of an agreement with the said J. H. Gallagher, furnished the following material, labor and use of equipment, to-wit:

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Jun 23 - Jul 14	Cost of Building Filler Pit	45.45
May 11	Hauling Dirt 207 hrs @ 2.75	569.25
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Jun 21	Towing Federal Truck to Plant, 1 hr.	2.75
June 10/12	Blading road to pit, 2 hr.	6.85
July 1/21	Hauling Rock, 685 yds @ .42	294.55
	Processing, 685 yds. @ .18	123.30
July 10/18	Loading Binder, 44 yds. @ .35	15.40
Jun 23 - Jul 18	Force Account	248.20
Jul 10/18	Hauling Binder, 44 yds. @ .17	7.48
		$1912.49

That the said James Bishop states that said amount is due from the said J. H. Gallagher and is due from his bondsman, the Fidelity and Deposit Company of Maryland, which bonding company became surety for the said J. H. Gallagher, which bond and agreement was made and entered into by the said J. H. Gallagher and the Fidelity and Deposit Company of Maryland on the 26th day of February, 1930, said bondsman agreeing to pay for all labor and material furnished on said work; that the same has not been paid nor any part thereof, and the same is now due and owing to the said James Bishop.

James Bishop

Subscribed and sworn to before me this 24th day of Feb - 1931

Notary Public for Oregon
My commission expires
Oct 25, 1932.

FA 159a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Oregon F.A.P. 159-A

Post Office Building
Portland, Oregon.

January 16, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By LJCaufield
L. J. Caufield
Highway Engineer

One copy of approved estimate upon which the project agreement was based and one copy of approved special provisions are enclosed.

LJC

A24pr8295

Form P. R. 2
State Oregon
Project No. 159, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of October, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of October, 1929, a project statement, which was approved by the Secretary on the 9th day of November, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 12th day of November 1929, and approved by the Secretary on the 26th day of December, 1930, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand, seven hundred seventy-two and 60/100 dollars ($22,772.60) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920. (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of .... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .... (State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey sta. 96+50 near Grande Ronde in the S.E.¼ of Sec. 12, T.6 S., R.8 W., W.M., and survey station 431+80 at the Tillamook-Polk Counties Line (excepting therefrom that portion between survey stations 226+53 and 227+14) terminal points, a distance of 6.342 miles, known locally as the Salmon River Highway, between a point on the Federal Aid Road near Otis, and a point on the Federal Aid Road near Valley Junction, Polk County, being Section A of Oregon Federal Aid Project No. 159.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(c) The Highway Department hereby agrees that it will initiate, or cause to be initiated, such action as may be necessary to secure the installation of safeguards at the railroad grade crossing of the Willamina & Grande Ronde Railroad between stations 111+50 and 199+13 adequate for the protection of grade crossings of that class.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of~~ Section A of said project shall not in any event exceed the sum of twenty-two thousand, seven hundred seventy-two and 60/100 ($22,772.60) dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-six thousand, five hundred ninety-four and 25/100 ($36,594.25) dollars, the approved total estimated cost ~~of~~ Section A of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... (State or county) of .... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ______________________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________________~~

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN

~~*(b) By the ______________________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________________~~

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________________

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 26th day of December, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

By M A Lynch
Member, State Highway Commission
(Title of officer)

[SEAL]

By ______________________________
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~[illegible]~~t road between survey station 96+50 near Grande Ronde in the S.E.¼ of Sec.12, T.6 S., R.8 W., W.M., and survey station 431+80 at the Tillamook-Polk Counties Line (excepting therefrom that portion between survey stations 226+53 and 227+14) locally known as the Salmon River Highway, between a point on the Federal Aid Road near Otis, and a point on the Federal Aid Road near Valley Junction, Polk County, and designated in the records of this Department as Section A of Project No. 159, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $36,594.25 as the total estimated cost of Section A of said project, and the sum of $22,772.60 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share ~~[illegible]~~t of said total estimated cost.

Done at the city of Washington, this 26th day of December one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.
RBL

GOVERNMENT PRINTING OFFICE 8—4830

SPECIAL PROVISIONS

Tillamook County Line-Grande Ronde, Surfacing

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the thirtieth (30th) day of October, 1929.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 6.39 miles of broken stone or crushed gravel surfacing on the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County.

The west end of the project is at Station 431+80, which station is at the Tillamook-Polk County Line, 6.4 miles west of the town of Grande Ronde. The east end of the project is at Station 96+50, which station is in the town of Grande Ronde.

DATE OF COMPLETION

The work to be done under the contract shall be completed by not later than July 31, 1930.

RESTORATION OF ROADBED

Work to be Done:

As a preliminary to the construction of the surfacing, the existing roadbed shall be restored to the condition that it was in immediately following its original construction. All slide material, ravel and other material that has come into the cuts shall be removed. The cut ditches shall be cleaned out. The embankments shall be rebuilt to original cross-section and grade and reshaped to original crown and surface.

Disposition of Materials from Cuts:

The materials removed from the cuts and cut ditches shall be used to restore embankments to their original cross-section.

FOR APPROVAL h.F.M.
DATE R.O. OCT 9 1930

Borrow Material:

Such material in addition to that removed from cuts and cut ditches as may be required to build up the embankments, shall be obtained by widening cuts or by"borrowing" materials from such locations adjacent to the work as the engineer may designate.

Reshaping of Turnpike Section:

Between Stations 96+50 and 177+00, the project traverses level territory, and the roadbed is of the cross-section commonly referred to as a "turnpike section." The restoration of the roadbed on that portion of the project will consist of thorough scarifying followed by reshaping with blade graders. Manipulation in this manner shall be carried on until the roadbed has been brought to specified cross-section and uniform grade with a surface free from ruts and other inequalities.

Measurement and Payment:

For the restoration of the roadbed over the portion of the project which is between Stations 96+50 and 177+00, as above specified, payment will be made at the price bid per mile for "Reshaping Turnpike Section."

For the restoration of the roadbed over the portion of the project which is between Stations 177+00 and 431+80, the contractor will be paid on a cubic yard basis, payment being made at the price bid for "Excavation, Single Classification" for each cubic yard of material moved in connection with that part of the work.

The quantities of excavation will be measured in the trucks or other vehicles in which the materials are transported, and the price bid shall be understood to include and cover hauling to a limit of one thousand (1,000) feet.

Payment for the hauling of materials that are hauled more than one thousand (1,000) feet will be made at the price bid per yard mile for "Truck Haul", it being understood that the payhaul distance will be measured from the point at which the materials are excavated and that the measurement will be made in half-mile units, fractional half-miles being allowed for as full half-miles.

Payment for the restoration of the roadbed as above specified shall be understood to include and cover the performance of such clearing and grubbing work as may be necessary in connection with the excavating, grading and embankment construction work.

SURFACING CONSTRUCTION

Standard Specification to Apply:

The crushed gravel surfacing shall be constructed in accordance with the standard specification for "Rock Surfacing" as the same is given on page 28 of the standard specification form, except as this standard specification is hereinafter supplemented and qualified.

Kind and Quality of Materials:

The materials to be used in the surfacing construction may be either broken stone or crushed gravel.

If crushed gravel is used, it shall be clean crushed gravel manufactured from hard, tough and durable pit-run gravel from which only such quantity of sand has been removed as is necessary to reduce the percentage of material passing a one-quarter (1/4) inch screen (in the crushed product) below twenty-five (25) per cent.

If broken stone is used, it shall be clean broken stone manufactured from hard, tough and durable rock of a kind suitable in all respects for road surfacing purposes.

When subjected to the standard abrasion test, neither the rock nor the gravel from which the surfacing materials are manufactured shall show an abrasive loss greater than six (6) per cent.

In the manufacture of the crushed gravel, all oversize pebbles, stones, rocks and boulders of acceptable quality occurring in the bar-run material shall be crushed to specification size and shall become a part of the crushed gravel furnished. In no case shall the percentage, by weight, of fractured fragments occurring in the crushed gravel be less than as follows:

1. In base course materials	30 per cent
2. In top course materials	50 per cent

The methods used in the manufacture of the crushed gravel shall be such that the percentage of fractured particles occurring in the finished product shall be as nearly constant and uniform as is practicable.

Prospective Sources of Materials:

As prospective sources of materials, the contractor is referred to the following:

1. Gravel from the Willamette River (see provisions given herein in regard to freight rates and exemption from state royalty).
2. Rock from the quarry now being operated adjacent to the Salmon River Highway at a point about 8.5 miles west of the west end of the project.
3. Rock from the quarry located on Cosper Creek at a point about two miles east of the east end of the project.

Acquisition of Rights To Take Materials:

The State Highway Commission will acquire for the contractor the right to take rock for the work from either or both of the two quarries above referred to, it being understood, however, that operations in the quarry located 8½ miles west of the project would have to be conducted without interference with the operations of the contractor who is now taking rock from that quarry.

If the contractor elects to use gravel from the Willamette River, the State Highway Commission will arrange with the State Land Board for a waiver of the state royalty of ten cents per cubic yard which is usually charged on gravel taken from navigable streams. Bids contemplating the use of gravel from the Willamette River will, therefore, be made with the understanding that neither the contractor nor any party from whom he may purchase the gravel will be required to pay the said state royalty.

The contractor shall at his own expense, provide hauling roads, crusher sites and unloading grounds, and make whatever other arrangements may be necessary in connection with the delivery of the crushed gravel onto the road.

Sizes of Materials:

The broken stone or crushed gravel to be used in the surfacing work shall be of two sizes, viz: base course materials and top course materials.

Base course materials shall be crusher-run materials, all of which will pass a screen having two (2) inch circular openings. It shall not contain more than twenty-five (25) per cent of material which will pass a screen having one-quarter (1/4) inch square openings.

Top course materials shall be crusher-run materials, all of which will pass a screen having one (1) inch circular openings. It shall not contain more than twenty-five (25) per cent of material which will pass a screen having one-quarter (1/4) inch square openings.

Each size of material shall be uniformly graded from the specified maximum size to dust.

Base Course Materials To Be Placed in Two Courses:

The base course materials shall be placed in two courses of approximately equal thicknesses, the construction of the first course being carried at least one milo ahead of the construction of the second course.

Quantities per Mile:

The distribution of quantities of surfacing materials will be approximately uniform over the entire length of the project, the quantities required per milo being about as follows:

Base course materials	1,800 cu.yds per mile
Top course materials	600 cu.yds per mile
Total	2,400 cu.yds per mile

Measurement and Payment:

Payment for the surfacing work will be made at the prices bid for "Base Course Surfacing" and "Top Course Surfacing," the basis of measurement and payment to be as specified in the standard specification for "Rock Surfacing."

EARTH FILLER

Standard Specification to Apply:

Earth filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Source of Materials:

The materials that the contractor will be required to excavate, load, haul and incorporate in the surfacing under the item "Earth Filler" shall be sand or sand loam from such sources as the engineer may select and designate.

Quantity to be Used:

The quantity of earth filler material to be used shall not exceed fifteen per cent of the quantity of surfacing materials with which it is mixed.

EARTH SHOULDERS

Where the presence of boulders or rock in the subgrade prevents the trenching of the subgrade in the manner described in the standard specification for "Rock Surfacing," earth shoulders to retain the surfacing materials shall be built up of earth material obtained from such sources as the engineer may select and designate.

The construction of earth shoulders will be considered grading work, and will be paid for at the same prices and on the same basis in all respects as the work of restoring to its original cross-section the portion of the project which is between Stations 177+00 and 431+80, the pay items being "Excavation, Single Classification" and "Truck Haul."

MISCELLANEOUS PROVISIONS

Project To Be Limited to Available Funds:

In order to hold the cost of this project within the amount of funds available for it, it may be necessary to make some reduction in the length of the project and in the quantities of surfacing materials to be placed. The right to make such reduction is hereby reserved by the State Highway Commission, it being understood, however, that the total reduction in the quantities of surfacing materials will not exceed five thousand cubic yards without the consent of the contractor.

In case any reduction that may be made in the length of the project or in the quantities of surfacing materials to be placed, increases or decreases the average length of haul that the contractor will have to make in delivering the materials onto the road, corresponding increases or decreases shall be made in the prices at which payment is to be made for the bid items "Base Course Surfacing" and "Top Course Surfacing," the amount of such increases or decreases in prices to be an amount arrived at by multiplying the yard miles of increase or decrease in average haul distance by sixteen cents ($0.16).

The purpose of the above described arrangement for increasing or decreasing the prices at which payment is to be made for the surfacing construction, is to compensate the contractor at the rate of sixteen cents per yard mile for any increased average haul that he may be forced to make by reason of a change in the amount of work to be performed, or to give the state the benefit, at the same rate per yard mile, for any reduction in average haul distance that may result from such a change. In computing the average haul distances (both as contemplated and as revised) as a means of determining the increase or decrease in average haul distance, the haul distances will be figured in half-mile units, fractional half-miles being figured as full half-miles.

The right is reserved to analyze the bids received for the work with a view to determining as nearly as possible whether or not a reduction in quantities will be required, and if so, the probable effect that the reduction will have on the amounts of the various bids, and to take such probable effect into consideration in making the award of contract. The right is also reserved to base the contract on the reduced quantities and on the increased or decreased prices.

Special Freight Rates:

The following special rates have been quoted on rail shipments of gravel from Willamette Valley points to the spur at the sawmill about one and nine-tenths miles west of Grande Ronde, and these rates are guaranteed to the contractor by the State Highway Commission:

Point of Shipment	Rate per Cwt.
Portland	cents
Salem.	cents
Albany	cents
Corvallis.	cents
Independence	cents

(NOTE: The special rates to be inserted above will be supplied to you by letter as soon as they are finally agreed upon.)

Payment of Freight on Rail Shipments:

In case crushed gravel furnished under this contract is shipped by rail, the shipment of same and the payment of the freight charges shall be handled as follows:

1. All shipments shall be consigned to the State Highway Commission.

2. Payment to the railway company for the freight service rendered will be made by the State Highway Commission.

3. For the freight service paid for by the State Highway Commission, the Commission will charge the contractor the amounts actually paid to the railway company, it being understood that the payments to the railway company will be made on the basis of the special rates quoted elsewhere herein.

4. Demurrage charges paid by the state will be charged to the contractor in the exact amounts that they are paid to the railway company.

5. The amounts of the Commission's charges against the contractor for freight service and demurrage shall be deducted from the amounts earned by the contractor under the contract, these deductions being made monthly as the work progresses and as the freight service is paid for by the Commission.

6. The State Highway Commission assumes no responsibility in connection with the freight shipments other than responsibility for the payment of the freight in the first instance, as above specified.

Payments to be Made from State Highway Fund:

Funds for the work to be done under this contract are to be provided by the Grande Ronde-Salmon River Highway Improvement District and the Federal Government. Payments to the contractor will, however, be made by the State Highway Commission from the State Highway Fund in the same manner as are payments for projects financed by the State.

Substitution of Fine Screenings for Sand:

In case the producer of the crushed gravel should desire to screen the sand from the gravel and to replace the same with fine screenings, such an arrangement will be permitted. In that event, however, the screenings must be clean and otherwise satisfactory to the engineer and must all pass a screen having one-quarter inch square openings. Also, the proportion of screenings added must be the same as the proportion of sand removed, and the means of adding the screenings must be such as will insure a perfectly uniform mixing of the screenings with the crushed gravel.

ADDITIONAL SPECIAL PROVISIONS

Surety Is Liable for Claims Due Industrial Accident Commission:

Section 2991, Oregon Laws, and Section 6718, Oregon Laws as amended by Chapter 24, Laws of 1923, were amended by Chapters 136 and 137, Laws of 1929, by which later amendments claims due the State Industrial Accident Commission are protected by the bond given in connection with a contract for public improvements. Therefore, said Chapters 136 and 137, General Laws of Oregon, 1929, are by this reference thereto made parts of this agreement and of the accompanying bond, to the same extent and for the same purpose as though the conditions and requirements specified in said statutes were written herein, and the conditions and obligations provided for in said statutes shall be deemed to be a part of the conditions and obligations of said bond, and the principal and the surety on said bond hereby agree to promptly pay, as due, the claims of the Industrial Accident Commission as well as claims for material and labor.

ADDITIONAL INSTRUCTIONS TO BIDDERS

Revised Specifications and Contract Agreement Form:

The work to be done is to be done in accordance with the provisions, terms, specifications and requirements set out in the "Standard Specification and Contract Agreement Form" issued by the State Highway Commission under date of January 1st, 1929. The bidder is expected to secure for himself a copy of this form and to familiarize himself fully with all of the provisions thereof.

Revised Proposal Form:

The bidder's attention is called to the fact that the proposal form contains some instructions and provisions that did not appear in the proposal form which was in use during the year 1928. All instructions and provisions contained in the proposal form should, therefore, be read carefully.

Bidder's Bonds:

Attention is called to that clause on page 4 of the proposal form which provides that if bidder's bonds are given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements stated in that clause, as failure of compliance therewith will result in the rejection of the bid.

#1133
158A
PR 159a

January 14, 1931

Mr. Grover A. Samuels
414 Platt Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 13th instant advising us that the claim of the Creston Fuel Yards against J. H. Gallagher had been paid in full.

We thank you for this information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

#1122

January 14, 1931

Mr. J. H. Gallagher
724 Yeon Building
Portland, Oregon

Dear Sir:

Attached hereto is a copy of a letter that we have today received from Mr. Grover A. Sammels, attorney for the Creston Fuel Yards, in which he advises that the claim of the Creston Fuel Yards against you has been paid in full.

This answers your letter of the 12th instant concerning this same matter. We are also sending a copy of this letter to the surety on your bond so that they may be informed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S
Enc.

cc Fidelity & Deposit Co. of Md.
Clarence D. Porter, Agent
Failing Bldg., Portland, Ore.

GROVER A. SAMUELS
LAWYER
SUITE 414-415 PLATT BUILDING
125 PARK STREET
PORTLAND, OREGON

Jan. 13 1931

State Highway Commission
Salem, Oregon

in. re. Creston Fuel Yards, claim
vs
J. H. Gallagher , Contractor , et.al.

Dear Sir:-

The above claim has been paid , and settled , This will be your authority to cancell said claim . and obliged ,

Very truly yours,

G A Samuels
Attorney for Creston Fuel Yards,

ANSWERED
H. B. G.

J. H. GALLAGHER
CONSULTING ENGINEER
YEON BUILDING
PORTLAND, OREGON

[illegible], 193[illegible]

Mr. [illegible]
[illegible] Commission
[illegible], Oregon

Re: [illegible] vs. J. H. Gallagher

Sir: Your letter Oct. 28, 19[illegible]0 to [illegible] D. Ford Co.

[illegible] with the above company, will you please advise if you have [illegible] office.

Yours truly,

J. H. Gallagher

[illegible]

ANSWERED
H. B. C.

#1133

PR159a

January [illegible], 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 5th instant in which you inclose three copies of the notice of claim of L. Weiss for materials furnished in the sum of $1050.00 to J. H. Gallagher in connection with his contract for the construction of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway and the Dolph-Valley Junction Section of the McMinnville Highway in Polk and Yamhill Counties, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc

#172

Dept. Secretary

January 8, 1931

Fidelity & Deposit Company of Maryland
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim of L. Weiss for materials furnished in the sum of $1050.00 against the bond taken from J. H. Gallagher in connection with the construction of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway and the Dolph-Valley Junction Section of the McMinnville Highway in Polk and Yamhill Counties, Oregon, state contracts #1133 and #1210.

This information is given you as you appear as surety on the bonds furnished in these instances.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.
cc J. H. Gallagher
724 Yeon Building
Portland, Oregon

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 5, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Julius Silvestone and filed as of this date a notice of claim by L. Weiss for materials furnished in the sum of $1050.00 against the bond taken from J. H. Gallagher, principal, and Fidelity & Deposit Company of Maryland, surety, in connection with the construction of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway and the Dolph-Valley Junction Section of the McMinnville Highway in Polk and Yamhill Counties, Oregon.

We are enclosing herewith for your files and information a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

COPY

To the STATE OF OREGON, and
To Hon. Hal E. Hoss,
Secretary of State,
of the State of Oregon,
Salem, Oregon.

NOTICE is hereby given, that the undersigned L. Weiss, has a claim against J. H. Gallagher, and Fidelity & Deposit Company of Maryland, as surety, for the furnishing of approximately Twenty-one Thousand cubic yards of rock and gravel to said J. H. Gallagher by the undersigned, and said material being thereafter delivered by said J. H. Gallagher to the State Highway Commission of the State of Oregon in connection with the contracts numbered 1133 and 1210 respectively, made by said Gallagher with said State Highway Commission, said material being used under said contracts in the surfacing of Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County, awarded Febr. 19th 1930;-completed & accepted Dec. 20th 1930,- and the Dolph-Valley Junction Section of the McMinnville Highway in Polk and Yamhill Counties; - awarded June 26th 1930:-completed & accepted Dec. 20th 1930,- the amount of the claim of the undersigned being to-wit:-One Thousand and fifty ($1050.00) Dollars:- The said J. H. Gallagher having furnished his bonds under the said contracts, with himself as principal, and said Fidelity & Deposit Company of Maryland as surety, to the said State Highway Commission:- No part of said claim has been paid by said J. H. Gallagher to the undersigned, and the said full sum of $1050.00 is now due and owing from said J. H. Gallagher to the undersigned, for the said material.

Dated: - January 3rd 1931   L. WEISS.

J. Silvestone, Attorney for said L. Weiss, 523-524 Lumbermens Bldg., Portland, Oregon

Notice of L. Weiss to State of Oregon in re claim against J. H. Gallagher, contractor, and Fidelity and Deposit Company of Maryland

Endorsed: File No. 881
Filed January 5, 1931
HAL E. HOSS,
Secretary of State.

#1133

29 PD

PR 159a

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R.E. PINNEY
Resident Vice President
CLARENCE D. PORTER
Manager

December 27, 1930

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer.

Attached you will find copy of a letter that I have today written Mr. J. Silverstone, attorney for L. Weiss in connection with the J. H. Gallagher claim and referred to in your letter of December 24th.

Very truly yours,

Clarence D. Porter

Clarence D. Porter,
Manager.

CDP:EP

NOTED
H B GLAISYER

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building

PORTLAND

R. E. PINNEY
Resident Vice-President

CLARENCE D. PORTER
Manager

December 27, 1930

Mr. Julius Silverstone,
Attorney at Law,
Lumbermens Bldg.,
Portland, Oregon.

Dear Sir:

Referring to the claim of L. Weiss against J. H. Gallagher, I wish to enclose copy of letter just received from Mr. Gallagher, which is self explanatory.

Mr. Gallagher shows that he has paid to Mr. Peterson, agent for Mr. L. Weiss, the sum of $1,044.10 by the issuance of seven checks, the first one dated July 7, 1930 and the last one December 17th, 1930. He further states that this bears out the yardage of the State Highway Commission, namely, 20,882 cubic yards and, therefore, Mr. Weiss has been paid in full for the materials used.

If Mr. M. Peterson, agent for Mr. Weiss, collected the money, then it would seem to me that this is a matter between Mr. Weiss and Mr. Peterson.

If you have any information to the contrary that Mr. Peterson did not receive this money, kindly advise me.

Very truly yours,

Clarence D. Porter,
Manager.

NOTED
H R GLAISYER

#1133
#1211
PR 159a
[illegible] 3600

December 24, 1930

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a notice that we have received from Mr. L. Weiss of Los Angeles, California in which he advises us of his claim against Mr. J. H. Gallagher for the furnishing of rock and gravel to be used on highway construction work in Polk and Yamhill Counties, Oregon, being for state highway contract #1133 for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway and contract #1210 for the furnishing of crushed gravel for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties.

This information is given you since you appear as surety on the bond furnished by Mr. Gallagher in connection with the above mentioned contracts.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

cc J. H. Gallagher
724 Yeon Building
Portland, Oregon

December 24, 1930

Julius Silverstone, Attorney
Lumbermens Building
Portland, Oregon

Dear Sir:

At the request of Mr. L. Weiss of Los Angeles, California we hand to you herewith certified copies of state highway contracts #1155 and #1210, awarded to Mr. J. H. Gallagher for highway construction work in Polk and Yamhill Counties, Oregon.

These copies are furnished in connection with Mr. Weiss's claim against Mr. Gallagher for furnishing of gravel in connection with the above contracts.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc Mr. L. Weiss
150 North Soto Street
Los Angeles, California

150 North Soto Street
Los Angeles, California
December 22, 1930

Mr. Roy A. Klein
Engineer State Highway Commission
Salem, Oregon

LETTER REGISTERED

Dear Sir:

I beg to enclose herewith, my affidavit as by law required, respecting contracts numbered 1133 and 1210, as more particularly specified and explained in said affidavit.

I request in connection with said affidavit, that you do forward as speedily as possible in my behalf and to my attorney, Julius Silvestone, Lumbermens Building, Portland, Oregon, certified copies of said contracts and also of the bonds furnished by J. H. Gallagher to your Commission, in connection with said contracts.

Yours truly,

L. Weiss.

L. Weiss

Enc.-Affidavit

ANSWERED
H. B.

AFFIDAVIT

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

I, L. Weiss, being first duly sworn, depose and say: that J. H. Gallagher, a contractor, of Portland, Oregon, did procure from me Twenty-one Thousand (21,000) cubic yards of rock and gravel, at the agreed rate of five cents per cubic yard, which said rock and gravel was thereafter furnished by said J. H. Gallagher to the State Highway Commission of the State of Oregon, under his contracts numbered 1133 and 1210 respectively, in connection with the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County, - and the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties:- That the said J. H. Gallagher has wholly failed and refused to pay to this affiant the moneys agreed by him to be paid therefore to me, and that the whole thereof is now due and owing unto me, this affiant, from the said J. H. Gallagher.

L. Weiss

Subscribed and sworn to before me this December 22nd 1930

Irving E. Kalkey
Notary Public for California
Residing at Los Angeles, California.
Expires Aug. [illegible]
My Commission expires ______________

PR 159a

P.R.#
Tillamook Co. 2nd
Grand Ronde
Surfacing

December 12, 1930.

Mr. Julius Silvestone,
Lumbermen's Building,
Portland, Oregon.

Dear Sir:

In line with previous correspondence, we are pleased to provide you with the following information relative to our contracts with J. H. Gallagher.

	Contract No. 1123	Contract No. 1210
Cubic yards of Gravel Furnished...........	16,886.8	2,460.2
Total amount earned under contract.........	$34,604.21	$8,[illegible]
Amount paid to date....	33,703.98	7,960.05
	$ 900.23	$ 254.89

We cannot say when the amounts remaining to be paid will be paid, as Mr. Gallagher's surety has requested that payment be withheld until certain matters in which the surety is concerned are settled.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

E. H. Probert,
Office Engineer.

EHP:ER

JULIUS SILVESTONE
ATTORNEY AND COUNSELOR
LUMBERMENS BUILDING
PORTLAND, OREGON

December 3rd 1930

State Highway Commission,
Salem, Oregon.

Attention of Mr. Roy A. Klein,
State Highway Engineer.

Dear Sir:-

I regret to state that your letter of December 2nd 1930, in answer to mine of November 27th 1930, does not give the specific information requested as to queries Nos. 1 & 2 of my said letter of Nov. 27th.

Noting that Mr. Gallagher has two contracts, Nos. 1133 and 1210, and that he has furnished rock or gravel (or both) for each, I therefore again request detailed statements of the quantities and dates as thus far approved as to each contract, and second, detailed statements of the moneys paid and dates of paymmnt of such moneys.

I would further request a copy of the final estimates as to unpaid portion of Mr.Gallagher's contracts, which you say have been completed by him, but not as yet paid, and which you state, will be ready in a few days.

I beg to state more especially, that the matter is most urgent, and therefore, an early reply is requested.

Awaiting your advices, I remain

Very truly yours,

J Silvestone

JS/TG

RECEIVED
DEC 4
OREGON

STATE OF OREGON TABULATION SHEET

HIGHWAY DEPARTMENT

[illegible]

Vou. No.	Amt.	[illegible]					
5788	[illegible]	[illegible]	[illegible]				
6711	[illegible]9.86	Aug 8	[illegible] Bldg.		"		
8029	4,163.71	Sept 3	[illegible]		of State		
9105	14,549.68	Sept 26	"	"	" "	"	
10765 D.F.	11,688.54	Nov 6	Delivered	to [illegible]	in	person	

[illegible]

6749	[illegible]9.74	Aug 8	[illegible] Bldg,	[illegible]			
8032	4,303.86	Sept 3	[illegible]	[illegible] of State			
[illegible]	1,782.71	Sept 26	" "	" "	"		
10766	1,289.72	Nov 6	Delivered	[illegible]	in	person	

December 5, 1930.

Mr. Julius Silvestone,
Lumbermen's Bldg.,
Portland, Oregon.

Dear Sir:

In accordance with the request contained in your letter of December 3, 1930, we are listing below the dates on which payments were made to J. H. Gallagher in connection with our contracts Nos. 1155 and 1210, and the quantities of crushed gravel included among the various items of work covered by each payment.

Contract Number	Amount of Payment	Date Payment was Made	Period Covered by Payment	Cubic Yards of Gravel Included
1155	$ 2,731.60	July 8, 1930	May 12 - June 15	None
1155	569.86	Aug. 8, 1930	June 15 - July 15	339.0
1155	4,165.71	Sept. 3, 1930	July 15 - Aug. 15	2,693.0
1155	14,549.68	Sept. 26, 1930	Aug. 15 - Sept. 15	8,906.0
1155	11,688.54	Nov. 6, 1930	Sept.15 - Oct. 15	4,901.8
	$33,705.39			16,839.8
1210	591.74	Aug. 8, 1930	July 11 - July 15	243.0
1210	4,303.86	Sept. 3, 1930	July 15 - Aug. 15	2,205.0
1210	1,783.71	Sept. 26, 1930	Aug. 15 - Sept. 15	948.0
1210	1,289.72	Nov. 6, 1930	Sept. 15 - Oct. 15	68.4
	$ 7,969.03			$ 3,464.4

You will be advised as to the amount remaining to be paid to Mr. Gallagher and as to the total amount of gravel furnished under his contracts as soon as that information is available, which, it now appears, will not be before about December 10th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

Till.
Surfacing, – Till. Co.
– Grande Ronde

December 2nd, 1930.

Mr. Julius Silvestone,
Lumbermen's Building,
Portland, Oregon.

Dear Sir:

We refer now to the inquiries made in your letter of November 26th, relative to the gravel furnished by J. H. Gallagher under his contract for the surfacing of a part of the Salmon River Cut-off.

For your more complete information in regard to this matter, we will state that Mr. Gallagher has two contracts under which he is furnishing gravel from the gravel pit near Grande Ronde. One of these contracts covers the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway, and the other covers the furnishing of maintenance and betterment materials for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway. The first is contract No. 1133, and the second is contract No. 1210.

We are not yet able to give you the final figures as to the total quantities of gravel furnished by Mr. Gallagher under these contracts, but the field estimates for work performed to October 15th show 16,889 cubic yards for contract No. 1133 and 3,464 cubic yards for contract No. 1210.

The payments made to Mr. Gallagher to date aggregate the following amounts:

Contract No. 1133...............	$ 33,703.39
Contract No. 1210...............	7,969.03

All work to be done under Mr. Gallagher's contracts has been completed, but the final estimates have not yet been prepared and final payments have not yet been made. The final estimates will, however, be ready within the next few days.

Approximately nine miles of the Salmon River Highway remain to be surfaced. No arrangements have as yet been made for the contracting of this work. It appears likely that when it is contracted, the contracts will be let by the U. S. Bureau of Public Roads, the work being largely within the limits of the national forest.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

JULIUS SILVESTONE
ATTORNEY AND COUNSELOR
LUMBERMENS BUILDING
PORTLAND, OREGON

November
Twenty-sixth
1930

State Highway Commission,
Salem, Oregon.

Attention of Mr. Roy A. Klein,
State Highway Engineer.

Dear Sir:-

In view of contemplated proceedings likely to be taken, will you kindly furnish me with the following accurate data, as shown by your records:-

1:- A complete statement of all rock and gravel furnished your Commission from March 1st to date, by J. H. Gallagher, in connection with Salmon River Cut-off, giving respective dates and amounts in cubic yards?
2:- A complete statement, giving respective dates and respective amounts of moneys paid to said J. H. Gallagher for the above?
3:- Has said J. H. Gallagher fulfilled or completed his contracts with your Commission for the furnishing of rock and gravel for Salmon River Cut-off?- If not, kindly inform me as to what remains to be fulfilled, and time prescribed for fulfillment?
4:- How much of Salmon River Cut-off remains to be rocked and gravelled by your Commission, and when and where are bids to be asked and accepted for the furnishing of rock and gravel for such remaining portion?

Awaiting your early advices, I remain

Very truly yours

JS/TG

#1133 or
1210 —

PR 159a

December 11, 1930

Mr. L. Weiss
c/o Julius Silverstone, Attorney
Lumberman's Building
Portland, Oregon

Dear Sir:

We wish to acknowledge receipt of your telegram of this date concerning your claim against J. H. Gallagher and we wish to also confirm our wire in reply thereto.

The two contracts mentioned in your letter, nos. 1133 and 1210, are State Highway contracts awarded by the State Highway Commission. No. 1133 is for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County. No. 1210 is for the furnishing of crushed gravel for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties.

In connection with each of these contracts Mr. Gallagher was required to furnish a bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. The bond in each instance was written by the Fidelity & Deposit Company of Maryland, for whom Clarence D. Porter is local agent, with offices in the Failing Building, Portland. These bonds are offered as protection for your claim and in as much as you have failed to secure any satisfaction from Mr. Gallagher we would suggest that you take the matter up with the bonding company. If you secure no satisfaction by so doing then you still have recourse to action in the courts as provided by law.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

December 11, 1930

Fidelity & Deposit Co. of Maryland
Failing Building
Portland, Oregon

Attention: Clarence D. Porter
Agent

Gentlemen:

Attached hereto is a copy of a telegram that we have just received from Mr. L. Weiss in which he states that he has a claim against Mr. J. R. Gallagher for 20,000 cu. yds. of rock and gravel taken from his property and used in connection with the contracts awarded by the State Highway Commission for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County and for the furnishing of crushed gravel for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties, contracts nos. 1133 and 1210 respectively.

This information is given you as you appear as surety on the bond furnished by Mr. Gallagher in connection with each of these contracts.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

CC J. R. Gallagher

December 11, 1930

Fidelity & Deposit Co. of Maryland
Failing Building
Portland, Oregon

Attention: Clarence D. Porter
Agent

Gentlemen:

Attached hereto is a copy of a telegram that we have just received from Mr. L. Weiss in which he states that he has a claim against Mr. J. H. Gallagher for 20,000 cu. yds. of rock and gravel taken from his property and used in connection with the contracts awarded by the State Highway Commission for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County and for the furnishing of crushed gravel for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties, contracts nos. 1133 and 1210 respectively.

This information is given you as you appear as surety on the bond furnished by Mr. Gallagher in connection with each of these contracts.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

CC J. H. Gallagher

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

DAY LETTER COLLECT

Salem, Oregon
DECEMBER 11, 1930

L. WEISS
c/o JULIUS SILVERSTONE, ATTORNEY
LUMBERMEN'S BLDG
PORTLAND OREGON

RECEIPT ACKNOWLEDGED YOUR WIRE THIS DATE RELATIVE YOUR CLAIM AGAINST J H GALLAGHER FOR ROCK AND GRAVEL TAKEN FROM YOUR PROPERTY STOP OFFER AS PROTECTION BOND FURNISHED BY GALLAGHER AND SUGGEST YOU TAKE MATTER UP WITH BONDING COMPANY   FIDELITY AND DEPOSIT COMPANY MARYLAND CLARENCE D PORTER AGENT FAILING BUILDING PORTLAND

ROY A KLEIN

Roy A Klein

Western Union
Day letter
Collect

L. Weiss
c/o Julius Silverstone, Attorney
Lumbermans Bldg
Portland Oregn.

Receipt acknowledged your wire this date relating your claim against J. H. Gallagher for rock and gravel taken from your property ~~stop~~ offer as protection bond furnished by Gallagher and suggest you take matter up with bonding company Fidelity and Deposit Company Maryland Clarence H Porter agent Failing Building Portland

Roy A Klein

Western Union
Day letter
Collect

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

(39)..

WESTERN UNION

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at DEC 11 AM 11 46

(RXPR38 112 9 EXTRA=PORTLAND ORG 11 1134A

STATE HIGHWAY COMMISSION=
SALEM ORG=

YOU ARE HEREBY URGENTLY REQUESTED TO POSTPONE AND WITHHOLD PAYMENT OF ANY AND ALL BALANCE DUE OR TO BECOME DUE TO J H GALLAGHER UNDER CONTRACTS NUMBERS ELEVEN THIRTY THREE AND TWELVE TEN IN CONNECTION WITH SALMON RIVER CUT OFF STOP GALAGHER SECURED OVER TWENTY THOUSAND CUBIC YARDS ROCK AND GRAVEL FROM PROPERTY OF UNDERSIGNED UNDER VERBAL CONTRACT TO PAY UNDERSIGNED PROMPTLY AS HE WAS PAID STOP UNDERSIGNED HAS NOT RECEIVED ONE CENT NOR ANY ACCOUNTING FROM GALLAGHER THOUGH SAME WAS PROMISED AND ACCOUNTING HAS BEEN REFUSED BY GALLAGHER STOP UNDERSIGNED WILL APPEAR BEFORE YOUR COMMISSION WHENEVER REQUESTS PLEASE ACKNOWLEDGE RECEIPT BY WIRE=

L WEISS CARE OF JULIUS SILVERSTONE ATTORNEY LUMBERMENS BUILDING PORTLAND OREGON.

ANSWERED
H. B. G.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

#1133

27PD

PR 159a

November 10, 1930

Howard-Cooper Corporation
East Third and Hawthorne
Portland, Oregon

Attention: D. I. Cooper
President

Gentlemen:

This acknowledges receipt of your letter of the 8th instant in which you inclose a statement of your claim against J. H. Gallagher for rental of equipment used in connection with his contract #1133 for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County.

In accordance with Section 2991 of the Oregon Laws, a mimeographed copy of which is attached, notices of claims should be filed with the Secretary of State prior to the expiration of one year from the date of completion of the contract. In connection with this particular contract Mr. Gallagher furnished a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Fidelity & Deposit Company of Maryland for whom Clarence D. Porter is local agent with offices in the Failing Bldg., Portland, Oregon.

We have no particular form in which claims should be filed but the form should be substantially as stated in the attached mimeographed copy of the Oregon Laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

November 10, 1930

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the Howard-Cooper Corporation of Portland to the effect that they have a claim in the sum of $3,519.33 against Mr. J. H. Gallagher being for the rental of machinery and repairs for the same in connection with Mr. Gallagher's contract for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County, state highway contract #1153.

This information is given you as you appear as surety on the bond furnished by Mr. Gallagher in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. H. Gallagher
724 Yeon Building
Portland, Oregon.

COOPER, PRESIDENT
ROY E. NELSON, VICE PRES.
E. C. LUNDQUIST, SECY-TREAS.

HOWARD COOPER
CORPORATION

MAIN OFFICE AND WAREHOUSE
EAST 3RD ST AND HAWTHORNE AVE
PORTLAND, OREGON

BRANCH OFFICES
AND WAREHOUSES
BOISE, IDAHO
SEATTLE, WASH
SPOKANE, WASH

November 8th, 1930

Registered Mail

[illegible]
NOV 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem Oregon

Gentlemen:-

We desire to file our claim against J. H. Gallagher, contractor, who has contract #1133, known as the Tillamook County line Grand Ronde section of the Salmon River Highway in Polk County.

The greater amount as shown on the statement, which we are enclosing is for rental of equipment used on the contract, the balance is for repair parts furnished on the job.

If this claim is not in accordance to your regular forms, will you kindly advise us to that effect and furnish us with one of your forms so we may in turn fill same out and file it with you before final settlement is made.

Yours very truly,

HOWARD-COOPER CORPORATION

D I Cooper
President

DIC:MU
encl-1

ANSWERED
H. B. G.

STATEMENT

Cr. **Howard-Cooper Corporation** Dr.

RECEIVED
NOV 10 1930
STATE HIGHWAY
OREGON

PORTLAND, OREGON, Nov 8 1930

J H Gallagher
Portland
Ore

TERMS CASH

1930			
Nov	8	To Balance	3319 33
		To Invoice Rendered	

Rental of Machinery and repairs on Contract #1133 Tillamook County line - Grand Ronde section of the Salmon River Highway in Polk Co.

Make all remittances to Portland Office. In accordance with custom, we render statements monthly for comparison. *This is not a demand for settlements not due, but gives opportunity for correction of errors.* We will be pleased to have settlement in accordance with terms of purchase. If we do not hear from you by the ______ inst., will draw at sight for amount, unless otherwise advised. HOWARD-COOPER CORPORATION

October 7th in regard
llagher for gravel
River Highway.

l quantity of gravel

rs,

Engineer,

Probert,
e Engineer.

PR#159-A

Nov. 6, 1930.

Mr. L. Weiss,
150 North Soto Street,
Los Angeles, California.

Dear Sir:

Reference is made to your letter of October 7th in regard to the payment due you from Contractor J. H. Gallagher for gravel taken from your property for use on the Salmon River Highway.

Mr. Gallagher may not be very prompt in making payment for this material, but we feel quite certain that payment will be made in due course of time. We can do nothing to assist you in the collection.

Our estimates indicate that the total quantity of gravel taken to October 15th was 20,365 cubic yards.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KR

36DN

Los Angeles, Calif.
Oct. 7, 1930.

Oregon State Highway Commissioner,
Salem, Oregon.

Dear Sir:-

I have received your welcome letter of October 2nd and also the statement from the Salmon River Highway and the contractor, G.H. Gallagher of Grand Rounde, Oregon that I only received a check for $86.25 for crushed gravel at 5¢ per yard, October 3, 1930.

I have written to G. H. Gallagher several times, but it did not materialize. I wish you could help me along and collect the amount of 11,598 cubic yards crushed gravel.

Awaiting your cooperation and how to get this amount of money and which is located on my property. Waiting your reply, I am

Yours very truly,

L. Weiss

150. N. Sater st.
L. Angeles
Calif.

Total yardage [illegible]
to Oct. 15th
20,353. cu. yds.

#1133

PR 159a

November 6, 1930

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you as surety on the bond furnished by Mr. J. H. Gallagher in connection with the contracts awarded to him by the State Highway Commission for the surfacing of the Tillamook Line-Grande Ronde Section of the Salmon River Highway, contract #1133, and for the furnishing of 6800 cu. yds. of crushed gravel for the Dolph-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties, contract #1210, that we are today releasing semi final payments to Mr. Gallagher in connection with each of the above mentioned contracts.

The warrant covering the semi final payment under contract #1133 is in the sum of $11,688.54 and the retained percentage in connection with this project is $1,042.57.

Concerning contract #1210 the semi final warrant is in the sum of $1,289.72 and the retained percentage is $246.47.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

#1133
27PD

PR159a

October 28, 1930

Mr. G. A. Samuels
Attorney at Law
415 Platt Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of the affidavit of the claim of the Creston Fuel Yards against J. H. Gallagher which you left in the office today, the claim being in the sum of $836.60 for the rental of a steam shovel which was used by Mr. Gallagher in connection with his contract for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County, being State Highway Contract #1133.

In accordance with our usual practice we are today notifying the contractor and the surety on his bond of the existance of this claim.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 28, 1930

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Dear Sirs:

We hand to you herewith a copy of the affidavit of the claim of the Creston Fuel Yards against J. H. Gallagher which was filed in this office today by Mr. G. A. Samuels, Attorney for Mr. Steel, the President of the Creston Fuel Yards. This claim you will note is in the sum of $836.90 and is for rental of a steam shovel which was used in connection with Mr. Gallagher's contract for the surfacing of the Tillamook County Line-Grande Ronde Section of the Columbia River Highway in Polk County.

This information is given you as you appear as surety on the bond furnished by Mr. Gallagher in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.
cc J. H. Gallagher
724 Yeon Building
Portland, Oregon

TO THE STATE OF OREGON : THE STATE HIGHWAY COMMISSION
OF THE STATE OF OREGON : AND TO THE FIDELITY
AND DEPOSIT COMPANY OF MARYLAND A
CORPORATION TO TRANSACT BUSINESS
AS SURETY IN THE STATE OF OREGON
AND TO J. H. GALLAGHER,
CONTRACTOR :

NOTICE IS HEREBY GIVEN TO YOU AND EACH OF YOU ; That the undersigned, the Creston Fuel Yards, an Oregon Corporation, with their head office at 5009 Powell Blvd, Portland, Oregon , has a claim for Labor & Material, to-wit :- for One Unit $\frac{1}{2}$ yard full circle, Full crawler Type Shovel , and repairs thereto as per agreement under date of August, 14th. 1930, for balance due for work in the sum of ($836.80) against the bond taken from J H Gallagher as principal and the Fidelity and Deposit Company of Maryland as surety upon said bond, a corporation licensed to transact business as surety in the State of Oregon , for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway.

If said claim is not paid promptly and without action in court to enforce the same in addition to the above items the undersigned claim the sum of $250.00 is a reasonable sum as attorney fees and also the sum of $150.00 to defray costs and expenses to maintain said action .

Creston Fuel Yards, a corporation
By Chas. E. Steel President .

STATE OF OREGON :
: ss
COUNTY OF MULTNOMAH :

I, Charlie E Steel being first duly sworn on Oath, depose and say, That I am president and manager of the Creston Fuel Yards, an Oregon Corporation duly licensed to do business in the State of Oregon, That the said Creston Fuel Yards did furnish to J.H.Gallagher as per agreement under date of Aug. 14th. 1930 , One Crawler Type Shovel, that said shovel was used on the Tillamook County Line-Grand Ronde Section of the Salmon River Highway, and that there is now a balance due for said work, labor and material in the sum of $836.80, that said shovel was used between Aug. 14th. and Oct. 27th. 1930

Chas. E. Steel

Subscribed and Sworn to before me this 28th. day of Oct. 1930 .

George A. Samuels
Notary Public For Oregon
My Commission Expires Sept. 13 1933

(Seal)

ANSWERED

#1133
278D
PR159a

October 24, 1930

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by J. H. Gallagher in connection with his contract #1133 for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County, that we have today received information from the Oregon Welding & Machine Works to the effect that Mr. Gallagher is indebted to them in the sum of $53.25 for service rendered in repairing a rock crusher at Grande Ronde.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. H. Gallagher
720 Yeon Building
Portland, Oregon

October 24, 1930

Oregon Welding & Machine Works
Park & Everett Streets
Portland, Oregon

Attention: L. G. DeYoung,
Secretary

Gentlemen:

We acknowledge receipt of your letter of the 23rd instant in which you inclose a statement of your account against J. H. Gallagher being in the sun of $33.25 for the services rendered Mr. Gallagher in repairing a rock crusher at Grande Ronde.

In connection with all State Highway Contracts the successful bidder is required to furnish the State with a surety bond for the satisfactory completion of the work and for the protection of labor and material claims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Mr. Gallagher in connection with his work at Grande Ronde, which bond was written by the Fidelity & Deposit Company of Maryland for whom Clarence D. Porter is local agent with offices in the Failing Building, Portland. We would suggest that you take the matter up with the bonding company in the event that you do not secure satisfaction from Mr. Gallagher. Should you secure no satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with Section 2991 of the Oregon Laws.

The contract awarded to Mr. Gallagher was state highway contract #1133 for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County, consisting of 6.39 miles of surfacing work.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:W

H. B. Glaisyer
Chief Clerk

INERS
FIELD 7246

L. G. DeYoung
Res. Garfield 3040

Oregon Welding & Machine Works
REGRINDERS -- WELDERS -- MACHINISTS
BROADWAY 0464
~~GLISAN STREET AT FIFTH~~
PORTLAND, OREGON
PARK & EVERETT STS

October 23, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

We are inclosing copy of our invoice to J. H. Gallagher which has not been paid. On taking it up with your Mr. H. B. Van Duser, he requested that we sent it in to your office.

We understand that there is a bond covering all the expenditures on this job.

Yours very truly,
OREGON WELDING & MACHINE WORKS
L. G. DeYoung
Secy

D-DY

ANSWERED
H. B. C.

"C. B." MINERS
AL. LINSTER
L. G. DEYOUNG

ANY PART OF ANY MACHI ADE OR REPAIRED
IF IT'S MECHANI US

Oregon Welding and Machine Works, Inc.

PARK AND EVERETT STS.
PORTLAND, OREGON

AND CUTTING
AND THERMIT WELDING
INDER AND CRANKCASE WELDING
CYLINDER AND PISTON GRINDING
WRIST PINS AND RINGS FITTED
CRANK SHAFT TRUEING
STARTER GEARS MADE AND PUT ON
STRAIGHTENING AND WELDING OF FRAMES AND AXLES FOR AUTOMOBILES AND TRUCKS
COMPLETE REBUILDING OF BUSSES OR TRUCKS
WOOD AND STEEL BODIES BUILT AND REPAIRED
MACHINE WORK AND GENERAL REPAIRING

August 30, 1930.

Sold to

J. H. Gallagher,
Yeon Bldg.,
City

YOUR ORDER

OUR ORDER 1876

TERMS: 30 DAYS NET. NO DISCOUNT

PHONE BROADWAY 0464

Men and welding outfit welding on rock crusher at Grand Ronde	33.25

ALL REPAIR WORK ACCEPTED AT SCRAP VALUE

ROY A. KLEIN,
State Highway Engineer,
By

COPIED

H. B. Glaisyer,
Chief Clerk.

Dist. by J. McFarland.

#1133
Polk Co
FR159a

October 25, 1930

Mr. Clarence D. Porter, Manager,
Fidelity & Deposit Company of Maryland,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 17th concerning the J. H. Gallagher contract for the resurfacing on the Salmon River Highway in Polk County.

Please be advised that there has been paid to date a total of $22,014.85 on this contract. Of this amount $609.15 was for force account work. The retained percentage is $2,495.06.

There has been some delay in computing the estimate for work performed to October 15th and we are unable to give you the figures as of that date. This contract is practically complete at this time.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1133
Polk 5

ENT OF OREGON

AND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R.E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

October 17, 1930

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: In re: J. H. Gallagher contract,
Resurfacing Salman River Section
Corvallis-Newport Highway.

Will you kindly advise us the total amount paid on this contract to date, and if possible including the engineer's estimate as of October 15th, 1930 and what in your opinion is the percentage completed of the total contract up to this time.

Very truly yours,

Clarence D Porter

Clarence D. Porter,
Manager.

CDP:EP

[illegible] Sept. 15 - [illegible] 2,014.85
[illegible] 1 - $2,[illegible] - F[illegible] $[illegible]

RECEIVED
OCT 1
OREGON
STATE HIGHWAY

PR 159a

Form 30—E-17100—2M—6-30

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date October 20, 1930 , *193*

Job name Tillamook Co. Line Grand Ronde surfacing

Week from October 12 *to* October 18

Mail address Oceanlake, Ore.

Highway Salmon river

Telegraph or telephone address

County Polk *Job prefix* X27PD

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Surfacing completed on Tuesday, October 14. total base 12153, Top 4104. ovre run on top and base deducted from 1000 c.y allowance of 1½" rock for maint stored at plant and station 337. An additional pile of 1½ rock amounting to about 200 c.y. which belongs to the contractor was stored N.E. of the bunker near the R.W. fence. Contractor was informed that state would only take the difference between the 1000 c.y. allowance and the amount of over run in base and top placed on the road

Balance of part of week contractors crew worked on ditches and shoulders.

(See back of this sheet for instructions and detailed information.)

Signed B.O. Johnson

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .... XIXXXX 6.39

Miles completed 6.39

Miles partially done 0.00

Total cubic yards in project 16000

Cubic yards produced to date 17000

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time .... completed

Contractor's average force for week .... 12 .... *men,*

.... *teams* .... 8 .... *trucks*

Project will be completed about .... completed Oct 14

Number of men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 27PD *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 159a

October 2, 1930

Mr. L. Weiss
150 N. Soto St.
Los Angeles, Calif.

Dear Sir:

Replying to your inquiry of the 30th ultimo concerning Mr. G. H. Gallagher's contract for the furnishing of crushed gravel for the Salmon River Highway wish to say that our records show that Mr. Gallagher was credited with 2692 cu. yds. of crushed gravel for the month ending August 15th and 8906 cu. yds. of crushed gravel for the month ending September 15.

The warrant covering the payment for the work accomplished during the month ending August 15 was $4163.71. That for work done during the month ending September 15 was $14,549.68. Both of these warrants have been released to the contractor.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

Los Angeles, Calif.
Sept. 30, 1930.

State Highway Engineer,
Salem, Oregon.

Dear Sir:-

I would like to have information from Grand Rounde about Mr. G. H. Gallagher, contractor, furnishing crushed gravel to the Salmon River Highway. The amount of cubic yards of crushed gravel and also from the month of July to September 30th, 1930, payments have been made to him at different times.

Awaiting for your reply, I am

Yours truly,

V. Weiss.

150 No Soto St.,
Los Angeles, Calif.

[illegible] 5 - 2692 cu. yds. ~~$4,576.40~~
[illegible] 5 - 8906 [illegible] ~~$15,912.96~~
(1133) - [illegible]
Total [illegible] $4,483.71
" " [illegible] $45[illegible]

ANSWERED
H. B. G.

ANSWERED
H. B. G.

PR159a

September 30, 1930

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon

Dear Sir:

I am enclosing herewith several copies of the estimate for Federal Aid Project No. 159-A, described as the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County, covering 6.35 miles of broken stone surfacing. Will you please have the project agreements drawn to cover?

Very truly yours,

State Highway Engineer

RAK:HI

7 copies

Oregon State Highway Department   Project No. 159-A

Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, Sept. 27, 1930.

7,500 cu. yds.	Excavation, Single Classification	$0.45	$3,375.00
3,000 yd. mi.	Truck Haul (Exc. & Emb. Materials	0.19	570.00
1.5 Miles	Reshaping Turnpike Section	375.00	562.50
12,000 cu. yds.	Base Course Surfacing	1.70	20,400.00
4,000 cu. yds.	Top Course Surfacing	1.64	6,560.00
2,000 cu. yds.	Earth Filler	0.45	900.00
4,000 yd. mi.	Filler Haul	.225	900.00
	Sub-total		$33,267.50
	10% Engr. and Cont.		3,326.75
	Total		$36,594.25

Length of project (including bridge) 6.348 miles.

Length of bridge (non-participating) .011 miles.

Length of project (excluding bridge) 6.337 miles.

Cost per mile, $5,774.46

See [illegible] copy

State Funds Available ~~Improvement District Funds~~, $13,821.65

Federal Aid ~~Funds~~ Requested 22,772.60 (62.23%)

$36,594.25

State Funds for Construction - Chapt. 175, Laws 1917; Chapt. 31, Laws 1920.

State Funds for Maintenance - Resolution Aug. 17, 1917; Chapt. 237, Laws 1917.

PP159a

Surfacing
Grande Ronde –
[illegible] Co. Line

August 22, 1930.

Mr. Julius Silverstone,
Lumbermen's Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of August 21st requesting certain information pertaining to the contracts in connection with which Mr. J. H. Gallagher is furnishing crushed gravel from his crushing plant set-up near Grande Ronde.

Up to August 15th, which is the date of our most recent estimate from the field, Mr. Gallagher has produced a total of 5,880 cubic yards of crushed gravel.

Three payments have been made to him to date, the amounts and dates of which payments are as follows:

July 8th, 1930..........	$ 2,731.60
August 8th, 1930........	360.86
August 8th, 1930........	581.74

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer,

SHP:ER

JULIUS SILVESTONE
ATTORNEY AND COUNSELOR
LUMBERMENS BUILDING
PORTLAND, OREGON

August 21st 1930

1930
COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:-
Some months ago, my client gave one Mr. J. H. Gallagher, contractor at Grand Ronde, Oregon, also having an office at Portland, Oregon,- permission to take rock and gravel from his land in Polk County, to be delivered to your Commission in connection with the Salmon Creek Cut off.

Will you please furnish me at your earliest convenience with a statement showing the number of cubic yards delivered you by Mr. Gallagher, the dates of delivery,- also all moneys paid Mr. Gallagher, and the amounts and dates of payment up to the present time.

Awaiting your early advices, I remain

Very truly yours,

JS/TG

PR159a

NOTED
State Highway Engineer

file
Till Co Line-Grande Ronde
surfacing project

August 27, 1930

Mr. Eugene E. Marsh
Attorney
McMinnville, Oregon

Dear Mr. Marsh:

Under date of June 21st I wrote you concerning the maintenance agreement on the Salmon River Road. Later, at the last meeting of the Highway Commission, you and Mr. Withers appeared on this matter and it was agreed that the maintenance agreement would be executed. It is necessary that we have this resolution so that the States agreement for Federal Aid may be completed. Will you please arrange to handle this matter at your early convenience.

In the event that the copy of the proposed resolution has been mislaid I am including another copy. If there are any changes which you desire to make in the form of the resolution it will be satisfactory providing the substance remains unchanged. Would thank you to have the agreement executed in duplicate.

Very truly yours

State Highway Engineer

RAK:W

~~SHP ✓~~

~~Watch for this~~
~~RAK~~

June 21, 1930

Mr. Eugene E. Marsh
Attorney
McMinnville, Oregon

Dear Mr. Marsh:

Receipt is acknowledged of your letter of June 19, 1930, regarding the maintenance agreement on the Salmon River Road. This is quite important, as the matter of getting Federal Aid depends on giving the Government authorities proper assurance that the road will be maintained after it is built, and in its present status the Highway Commission can not do that.

I would suggest that you and Mr. Withrow come down to Portland at the next meeting and discuss this with the Commission. The meeting will be held in the Multnomah County Court House on Thursday, June 26. The Commission will be in session all day, but would suggest that if you come in about three o'clock in the afternoon, they could hear you without unnecessary delay, which would conserve your time. I feel that this is quite important and urge that you be present at the meeting to discuss it thoroughly with the Commission.

Very truly yours,

State Highway Engineer

RAK:HI

SHP ✓

Marsh said at meeting July 24 that the maint agreement would be signed and sent in. Have you rec'd it.
RAK

Hold till next Com meeting & take up

LAW OFFICES
VINTON & MARSH
McMINNVILLE, OREGON

W. T. VINTON
EUGENE E. MARSH

June 19th, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Mr. Ira L. Withrow, Chairman of the Board of Trustees, Salmon River-Grand Ronde Highway Improvement District, has handed to us your letter of April 10th, 1930, together with copy of resolution relative to the maintenance of the highway after the same has been built from Grand Ronde to Boyer's ranch.

The board will not meet until the first part of next month, but in the mean time we considered it best to have somewhat of a clear understanding so that the matter could be properly taken care of at the meeting.

I have talked to some of the trustees, and they do not want to enter into any agreement which would obligate them to maintain this road, as they have all felt that the state would maintain it after it was built.

Do you think that it would be proper at the comming highway meeting to have a resolution passed as between the highway commission and the Federal Government, that the State Highway Commission would maintain this road. It occurs to me that it might be a good idea to bring this proposition up at the next highway meeting.

Yours very truly yours,

Eugene E. Marsh

M-a

April 10, 1950

Mr. Ira L. Withrow, Chairman
Board of Trustees
Salmon River-Grand Ronde Highway Improvement District
Grand Ronde, Oregon

Dear Mr. Withrow:

At the next meeting of the Board of Trustees of the Salmon River Highway Improvement District, I would thank you to present to the members of the board the attached resolution providing for the maintenance of the 6.4 mile unit of the Salmon River Highway now under contract for surfacing.

In order to secure Federal Aid it is necessary to have a resolution of this kind adopted providing for the maintenance of the highway after it is completed, and it is necessary to file this resolution with the Government authorities before we can secure the Federal Aid payments. It will be appreciated, therefore, if you will take care of the matter at your next meeting. It is not necessary that this resolution be in this exact form if you would prefer to rewrite it, but it should cover clearly the maintenance of the project by the district.

Very truly yours,

State Highway Engineer.

RAK:HI

cc S. H. Probert

WHEREAS, the State of Oregon, through its State Highway Commission, has ~~[illegible]~~ recommended to the Federal Government the designationof the Salmon River Highway between Valley Junction on the McMinnville-Tillamook Highway and a point near Otis on the Roosevelt Coast Highway as a part of the Federal Aid system which has been approved and adopted, and

WHEREAS, by reason of such designation the Federal Government will cooperate with the Salmon River-Grand Ronde Highway Improvement District in the construction of the Salmon River Highway between Valley Junction and a point near Otis on the usual basis of cooperation with the State of Oregon, and

WHEREAS, the provisions of the Federal Aid law require that the local authority assume the maintenance of all projects constructed with Federal Aid funds, and

WHEREAS, this project not being on the state highway system, the maintenance cost can not be paid from the state highway fund,

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Salmon River-Grand Ronde Highway Improvement District that said district in consideration of Federal funds to be expended upon the construction of the Salmon River Highway between the Polk-Tillamook County line and New Grande Ronde, a distance of 6.4 miles, hereby obligates itself to provide for the maintenance of said highway between the points aforesaid after construction.

BE IT FURTHER RESOLVED that the maintenance work aforesaid shall be done in the first instance by the State Highway Commission in a manner satisfactory to the Federal Government and that this district will repay to the State the amount of money so expended for maintenance between these points unless and until said highway shall have been taken over by said Commission as a part of the highway system of the State of Oregon.

BE IT FURTHER RESOLVED that this resolution be entered in the records

[illegible]

of this district and that a duly certified copy thereof be delivered to the State Highway Commission.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

WHEREAS, the State of Oregon, through its State Highway Commission, has recommended to the Federal Government the designation of the Salmon River Highway between Valley Junction on the McMinnville-Tillamook Highway and a point near Otis on the Roosevelt Coast Highway as a part of the Federal Aid system which has been approved and adopted, and

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BE IT FURTHER RESOLVED that the maintenance work aforesaid shall be done in the first instance by the State Highway Commission in a manner satisfactory to the Federal Government and that this district will repay to the State the amount of money so expended for maintenance between these points unless and until said highway shall have been taken over by said Commission as a part of the highway system of the State of Oregon.

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BE IT FURTHER RESOLVED that this resolution be entered in the records of this district and that a duly certified copy thereof be delivered to the State Highway Commission.

PR159a

August 8, 1930

Memorandum for Governor Norblad:

Contract No. 1188.
Dated February 19, 1930.
Tillamook County Line-Grand Ronde Section, Salmon River Highway in Polk County.
6.39 miles of surfacing, amount $33,267.50
J. H. Gallagher, contractor.
State Highway Commission contract.

Bids were opened October 30, 1930.	
Gallagher bid was	$33,267.50
Next bid was	49,400.00
Third bid was	51,850.00
7 bids received	

Gallagher bid was based on local gravel; other bidders figured on shipping in by train.

Gallagher held his bid from October 30, 1929 until contract was executed on February 19, 1930 to give the district time to raise their share of the cost.

District share of cost $12,641.00   Federal Aid $20,626.00

Completion date was July 31, 1930; not changed from original bid although actual award of contract was made 3½ months later.

Contract includes 16,000 cu. yds. crushed rock and removal of 7,500 cu. yds. of slide material.

Gallagher is qualified contractor. He has set up crushing plants many years. Has interest in commercial plants. He has equipment and financial resources.

Late wet spring delayed operations. Shovel moved in to remove slides was idle for several weeks.

On June 26, 1930 Gallagher entered into a contract with the State for furnishing 6,500 cu. yds. of crushed rock for oiling and maintenance operations on the McMinnville-Tillamook Highway between Valley Junction and Dolph, cost to be paid from state funds. This rock was to come from

COPY

his Grand Ronde crushing plant and the understanding was that the two jobs would be carried on simultaneously. The Commission made a considerable saving in cost by this arrangement as the yardage required is too small for an economical separate plant installation.

Due to delays in setting up the plant caused by the late season and usual delays in getting into production, progress on this job has been disappointingly slow, but I am sure that better progress will be made from now on. This crushing plant can produce at least 300 cu. yds. per 10 hour day. Following are his daily production reports for past few days:

	Salmon River	McMinnville-Tillamook
August 3	96	94
" 4	40	0
" 5	56	81
" 6	164	103
Total for 4 days	356	278

I am very certain that the Salmon River job will be completely surfaced before the fall rains stop the work. If there is any danger that the Salmon River Road will not be completed as the wet weather approaches, all of the crusher output will be diverted to that job in preference to the other.

Accurate record is kept of the rock delivered on each job and estimates for each job paid separately.

No time would be saved by canceling Gallagher's contract as of July 31, 1930, as then it would be necessary to readvertise the project and by the time any plant had been set up and in operation the wet weather season would be here. A new bid is certain to be higher than the present contract. A cancellation would also probably involve the district in a lawsuit, which is to be avoided.

In the meantime the unsurfaced section is being maintained in reasonably fair condition so that travel is passing without difficulty or delay.

The Chairman of the Board of Trustees of the District, Mr. Ira Withrow, and Mr. Eugene Marsh have full knowledge of the conditions surrounding these two contracts.

COPY

Grande Ronde-Till Co line

Surfacing

NOTED

State Highway Engineer

Pearl P. Hassler
Editor and Publisher

LINCOLN COUNTY PRESS

Oceanlake, Oregon

8/4/30

Gov. A. W. Norblad
Salem

Friend Norblad:--

There is a dirty nigger in the woodpile regarding the graveling of the Salmon river cutoff as I learned this morning from Mr. H. Rexroad, one of the commissioners of this particular road. The contractors contract expired July 31, and whether he is to be allowed to continue on or not, Mr. Rexroad does not know, nor can any of the commissioners understand why he has not done more graveling than he has--the bulk of the crushed rock going on the Tillamook road, probably getting a rake-off and leaving the Salmon river road wait awhile. About ½ mile of this road is all that the contractor has graveled, when he should have finished his contract of 6.6 miles. Mr. Rexroad states that the highway commission is to blame for the failure. This particular strip of road must be graveled before the rains set in or it will be impassable, and will create a hardship on motorists who would have to go around by Hebo. Seaside and Tillamook have always fought this cutoff, and no doubt are doing all they can to delay its graveling. What in the hell is wrong, (and there is something decidedly wrong,) the commissioners and citizens of this entire coast section can not figure out, unless graft or prestage with the state commission have a hand in the game. I have been requested to write you regarding this matter, and I told my people that Norblad would go to the bat about this important matter.

Is this contractor to lose his contract, or is he to be permitted to hold on and fool away his own dear time in graveling this particular road?

Had this contractor done his duty, the Salmon river road would have been compleated today, stated Mr. Rexroad. There is going to be a little hell poping over here from Otis to Depoe Bay unless this is graveled before the rains, and the state highway commission as a body are to blame or one of their stiff collared lieutenants who has charge over here.

It's the bunk, to say the least, so Mr. Al see into this at once and go to the bottom of what has caused the delay of finishing this road and why.

Please advise when you get the dope.

Very truly yours,

(Signed) Pearl P. Hassler

The people of this super road district have put up their money to carry out the completion of this road and demand that something be done.

PR159a

August 7, 1930

Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Attention: F. S. Senn

Gentlemen:

We have your letter of the 6th instant requesting a copy of the contract and bond furnished by J. H. Gallagher in connection with his contract for the Grande Ronde-Polk County Highway.

In reply will say that the State Highway Commission has awarded Mr. Gallagher two contracts in this vicinity, neither of which is designated as the Grande Ronde-Polk County Highway, but are as follows:

Contract no. 1133, awarded Feb. 19, 1930, to J. H. Gallagher is for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway in Polk County. The estimated date of completion of this work was July 31, 1930. On June 26, 1930, the State Highway Commission awarded a contract to Mr. Gallagher for the furnishing of crushed gravel for the Dolf-Valley Junction Section of the McMinnville-Tillamook Highway in Polk and Yamhill Counties, State Highway Contract no. 1210.

If you will advise us which of theabove contracts you have reference to, we shall be pleased to furnish you with a copy of the contract and bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

L. A. RECKEN

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE ATWATER 0972

PORTLAND, OREGON

August 6, 1930

RECEIVED
AUG 7 1930
OREGON
STATE Highway Commission

State Highway Commission,
Salem, Oregon.

Gentlemen:

Mr. J. H. Gallagher has a contract for a section of the Grand Ronde - Polk County Highway. We would like to have a copy of his bond if we could get it. Please advise us as to the charges and we will remit immediately.

Very truly yours,

F S Senn

FSS:M

ANSWERED
H. B. G.

FORM 8-P-1 C-8793 1M 8-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR 159a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. D. CLARKE, DIVISION ENGINEER
SALEM

NOTED
State Highway Engineer

June 25, 1930

Mr. R. A. Klein
Office

File 27 PD

Dear Sir:

Referring to our recent conversation regarding the securing of maintenance materials for the Valley Junction-Dolph Section of the McMinnville-Tillamook Highway from Mr. Gallagher in connection with his contract on the Salmon River road, and for your information in presenting the matter to the State Highway Commission, I submit the following data:

The total amount of material required is 6500 cubic yards, comprising

2150	cu.	yds.	1 1/2" - 1"
200	"	"	1" - 1/2"
250	"	"	1/2" - 1/8"
50	"	"	1/8" - Dust
3850	"	"	1" - 1/8"

This material provides for a B-2 specification bituminous macadam on the Valley Junction Section of 0.9 miles from Valley Junction to the west end of the Willamina-Valley Junction macadam, as constructed last year; and also for 350 cubic yards per mile for this year's surface treatment re-oiling from Valley Junction to Dolph, and a reserve sufficient for a 50% re-oil of the same section in each of two subsequent years.

[illegible]ve not yet received from Mr. Gallagher his price quot[illegible] this material, but have been in touch with him by wire [illegible]oon and have his promise that the figures will be in [illegible] in time to get them to you at the Commission Meeting tomorrow.

Very truly yours

W. D. Clarke

W. D. Clarke
Division Engineer

WDC:EF

1.65 St.P.
16¢

H
17,325 00

#1133

PR159a

June 14, 1930

Mr. Charlie E. Steel
Creston Fuel Yards
5009 Powell Blvd.
Portland, Oregon

Dear Sir:

Replying to your letter of the 12th instant concerning Mr. Gallagher's contract for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway, wish to say that Mr. Gallagher furnished a bond to the State for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is the local agent, with offices in the Failing Building, Portland. This bond is offered to you for your protection.

Should you have any trouble in securing a settlement from Mr. Gallagher, then you should take action against the bond and no doubt you can get satisfaction by so doing. In accordance with Section 2991 of the Oregon Laws, a notice of your claim should be filed with the Secretary of State prior to the expiration of one year from the date of completion of the contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

TRANSFER and STORAGE

CRESTON FUEL YARDS
C. E. Steel
Excavating: SHOVEL, TRUCKS and HORSES
Horses and Mules for Sale or Hire

Wood & Coal

Wood & Coal

5009 Powell, Cor. 50th St.
PORTLAND, OREGON

June 12, 1930

Oregon State Highway Commission.
Salem, Oregon

Gentlemen: We have a gas shovel, operator and pit man, hired by the day to a Mr Gallagher, on State Highway Work. It is the O. S. H Contract on the Salmon River Job at New Grand Ronde.

We do not anticipate any trouble getting our money but is there any precaution we should take to protect our money?

Respectfully,
Charlie E Steel.

JUN 17 1930
OREGON

#1133

ANSWERED
H. B. G.

#1133
27 PD

PR159a

June 7, 1930

Standard Oil Company of California,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of June 5th concerning J. H. Gallagher, contractor.

Please be advised that Mr. Gallagher was awarded contract No. 1133 which is known as the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County. This contract consists of 6.39 miles of surfacing. The bond in connection with this contract was furnished by the Fidelity & Deposit Company of Maryland for whom Clarence D. Porter, Failing Bldg., Portland, is resident agent. The amount of the contract is $33,267.50 and the amount of the bond is the same. The completion date of this contract is July 31, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

ANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
J. S. GORDON
F. C. EASTMAN
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

June 5, 1930

J. H. Gallagher

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

It is our understanding that the above contractor has been awarded the contract for rocking 6 miles of the Salmon River Cutoff from Boyer to Grand Ronde.

We are furnishing petroleum products being used in connection with this work, and in order to complete our files require the following information:

Complete description and location of the work
Contract number
Amount of the contract
Name and address of bondsmen furnishing the materialmen bond
Amount of the bond
Time limit to the contractor or estimate of when job will be completed

For your convenience in replying we are enclosing a self-addressed stamped envelope.

Yours very truly

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By

CDE:LP
Enc.

PR159a

April 28, 1930

Mr. Irving B. Lincoln
Realtor
American Bank Building
Portland, Oregon

Dear Sir:

In response to your inquiry of April 25, 1930, regarding the completion of the Salmon River Road connecting with the Roosevelt Coast Highway at Otis, would say that I presume you understand that this is not a state highway, although this department has handled some of the contracts for the highway improvement district in which this project is located. Also, this department has been instrumental in securing some forest and federal aid for this improvement.

I presume that the part which you have particularly in mind is the surfacing between Grand Ronde and the Tillamook County Line, a distance of six miles. This unit was graded some years ago and a contract was let recently for the surfacing. The contractor is now about to set up his plant and, with ordinary progress, should complete this surfacing by the middle of the summer, probably in the middle or latter part of July. However, I anticipate that the road will be open for through travel to the beaches in the early summer when the dirt road is dry enough for ordinary travel, which is a condition which will probably obtain except after light rains.

The east unit, between Valley Junction on the McMinnville-Tillamook Highway and Grand Ronde, is a county road and not in very good condition, but travelable at all seasons of the year. West of the Tillamook County Line mentioned above, there is a standard section recently completed by the Forest Service which is in good shape, but the extreme west unit is a county road which is rather narrow for heavy traffic. It is anticipated that there will be some more grading on the west end of the Salmon River Road this year as a forest highway project, and, likewise, at least one of the present wooden bridges will be replaced by a concrete structure. This work, however, should not interfere particularly with travel.

I am not advised as to whether you are familiar with all of the conditions surrounding this project, and hence I have gone into the matter in some detail.

Very truly yours,

RAK:HK

State Highway Engineer.

IRVING B. LINCOLN
BUSINESS AND INDUSTRIAL
REALTOR
AMERICAN BANK BUILDING
BEACON 5228

SPECIALIST IN THE ANALYSIS
OF BUSINESS AND INDUSTRIAL
LOCATIONS AND IN THE ORGANIZATION OF LOCATION FACILITIES
AND PROPERTY DEVELOPMENTS.

PORTLAND, OREGON

April 25, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I should be very grateful if you will advise me when the Salmon River Road going to Otis will be completed. I understand that the contract for surfacing this road has been let and it will be ready to travel over as soon as this is finished.

Yours very truly,

Irving B. Lincoln

IBL:O

pR159a

April 10, 1930

Mr. J. H. Gallagher
724 Yeon Building
Portland, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

PR 139a

April 4, 1929

Mr. J. C. Berry
Secretary Salmon River-Grande Ronde
Highway Improvement District
Grande Ronde, Oregon

Dear Sir:

In response to your telephone inquiry of this date I have talked to our attorney concerning the number of signatures of the trustees of your District that are required to bind the district. Reference to the law reveals the fact that five members of the Board of Trustees constitutes a quorum and that the affirmative action of any four members of this Board binds the district. In other words, any four members of the Board of Trustees can transact any business for the district. Such being the case the six signatures that you have obtained to the acceptance of the contract awarded to Mr. Gallagher will be satisfactory.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

PR159a

March 29, 1930

Mr. J. C. Barry, Secretary
Salmon River-Grande Ronde Hwy. Improvement District
Grande Ronde, Oregon

Dear Sir:

We hand you herewith four copies of a statement for the Board of Trustees of the Salmon River-Grande Ronde Highway Improvement District to sign approving the contract awarded to J. H. Gallagher for the surfacing of the Tillamook County Line-Grande Ronde Section of the Salmon River Highway. We also enclose a copy of the contract for inspection.

When these papers have been signed by the proper officials of your District please return them all to this office for fusther disposal. Kindly also return the enclosed contract. Upon receipt of the same we shall be pleased to furnish you with a copy of the contract for your records and files.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Encls

PR159a

February 11, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your inquiry of February 7, concerning the Grand Ronde-Tillamook County Line Section of the Salmon River Highway, project No. 159-A.

The writing up of the contracts for the surfacing work on this section has been delayed for the reason that the Improvement District has had some difficulty in raising their share of the cost. However, they have recently advised that this money will soon be deposited with the State Treasurer to the credit of the State Highway Commission, and as soon as this has been done the contracts will be mailed out for signature.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. W. Nash/AP

STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

OUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Feb. 7, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 159-Section A, the Grande-Ronde-Tillamook County Section of the Salmon River Highway.

Bids were opened on October 30th for the construction of this project, and on November 12th, 1929 we notified you of the approval of the project statement and our recommendation for the approval of the plans, specifications and estimate.

The project agreement papers are being held -- awaiting contract estimate. We have received no notification as to whether the contract was awarded to the low bidder nor the date of award. Also, when submitting the estimate the funds involved should be covered, as noted in correspondence relative to Oregon Federal Aid Project No. 142.

Will you please advise as to when the necessary papers may be expected.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

RECEIVED
FEB 8 1930
OREGON

PR159a

December 30, 1929

Fidelity and Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention Mr. Clarence D. Porter

Gentlemen:

In response to your inquiry of December 18, concerning the bid of J. H. Gallagher for surfacing the Tillamook County Line-Grand Ronde Section of the Salmon River Highway in Polk County, would say that the bid of Mr. Gallagher was satisfactory both to this commission and to the trustees of the Salmon River-Grand Ronde Highway Improvement District. However, it was necessary for the Improvement District to call a special election to make sure that their funds would be available. This was done in the latter part of November and the election was carried favorable to a special tax for this purpose. As soon as the funds are deposited to the credit of the state highway fund, this commission will sign up the contract with Mr. Gallagher.

In the meantime we have been in touch with Mr. Gallagher and he has given us his written consent to hold his bid for a period of ninety days subsequent to November 29, 1929. I anticipate that before this date expires the district will have completed its financial arrangements and the contract will be signed up.

Very truly yours,

State Highway Engineer.

RAK:HI

ARTMENT OF OREGON

IDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building

PORTLAND

R.E.PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

FD

December 18, 1929.

Oregon State Highway Commission,
Salem, Oregon.

In re: Bond #3646569-J. H.
Gallagher, Resurfacing Salmon
River Highway.

Gentlemen:

Will you kindly advise me when you expect to award this contract to Mr. Gallagher?

Very truly yours,

Clarence D Porter

Clarence D. Porter
Manager

CDP:EA

1K159a

December 16, 1929

Moore Emmett Chevrolet Company,
Newberg, Oregon.

Gentlemen:

With further reference to your claim against some man who was working on the Salmon River Cut-off we wish to advise that the contract which is now underway for the state is the Tillamook County Line-Grand Ronde Section which consists of 6.59 miles of surfacing. This contract was awarded to J. H. Gallagher, 724 Yeon Building, Portland, Oregon.

During the last year the Forestry Department have had some grading work under way on this highway. We do not know the names of the contractors but you could learn same by writing to Mr. W. H. Lynch, District Engineer, Bureau of Public Roads, Postoffice Building, Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

December 12, 1929

Moore-Emmett Chevrolet Company,
Newberg, Oregon.

This person unknown and we have no knowledge that he ever has worked for the State Highway Commission.

He perhaps worked for some contractor on State highway work. In this case we would have no record of him in this office.

Oregon State Highway Commission.

RECEIVED
DEC 14 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Higiway Commision.
Salem Oregon,

Please give me the name and adress Of the man or Co. who had the contract for rocking the Salmon River Cut Off [illegible] me [illegible] up to [illegible] recently.

Gallagher

PR 159a

November 26, 1929.

Members of the Highway Commission.

Gentlemen:

Mr. Ira Withrow, Chairman of the Board of Trustees of the Salmon River-Grand Ronde Highway Improvement District, called up and told me that at an election which was held on November 22 a tax levy was carried which will give them sufficient funds to cooperate on the surfacing of the Tillamook County Line-Grand Ronde Section for which bids were received at the October 30th meeting. The award of this contract, you will recall, was held pending action by the District in raising the funds. This matter will come up for disposition at the next regular meeting of the Commission.

Very truly yours,

State Highway Engineer.

RAK:HI

~~27A~~

PR 1590

Form 30—D-12[illegible] 4M—4-29.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Oct 28, 1929

Job name [illegible]
[illegible]

Highway [illegible] PD

County [illegible] Job prefix [illegible]

Week from [illegible] to Oct 26

Mail address [illegible]

Telegraph or telephone address [illegible]

Express and freight address [illegible]

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible]
[illegible] Saturday
Oct [illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] Saturday
[illegible]

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 2774 *Percentage* [illegible]
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR159a

October 23, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3800
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate accompanying plans and five sets of special provisions covering the Tillamook County Line-Grande Ronde Section, project 159-A.

Five blue print sets of plans were submitted to you a few days ago.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department Project No. 15[illegible]-A

TILLAMOOK COUNTY LINE-GRANDE RONDE SECTION OF THE SALMON RIVER HIGHWAY

IN POLK COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, October 23, 1929.

7,500 cu.yds	Excavation Single Classif.	.50	$3,750.00
3,000 cu.yds	Truck Haul (Exc. & Emb. matls)	.20	600.00
1.5 miles	Reshaping Turnpike Section	200.00	300.00
12,000 cu.yds	Base Course Surfacing	3.00	36,000.00
4,000 cu.yds	Top Course Surfacing	3.00	12,000.00
2,000 cu.yds	Earth Filler	.50	1,000.00
4,000 yd.mi.	Filler Haul	.18	720.00
	Sub-total		$54,370.00
	10% Engr. & Cont.		5,437.00
	Total		$59,807.00

Length of Project (including bridge)	6.348 miles
Length of bridge (non participating)	.011 miles
Length of Project (excluding bridge)	6.337 miles

Cost per mile $9,437.74

State Funds Available	$ 22,589.11
Federal Aid Requested	37,217.89 (62.23%)
	$ 59,807.00

Southern Pacific Company

306 YAMHILL STREET, PORTLAND, OREGON

J. H. MULCHAY,
ASST. FREIGHT TRAFFIC MANAGER
W. F. MILLER,
GENERAL FREIGHT AGENT
C. M. ANDREWS,
ASST. GENERAL FREIGHT AGENT
C. D. LAFFERTY,
INDUSTRIAL AGENT

IN REPLY PLEASE REFER TO
A-7307-Ore.

PR#159-A

Portland, Ore., Oct. 22, 1929.

Oregon State Highway Commission,
Salem, Ore.

Attention Mr. Klein.

Gentlemen:

As a matter of information, am sending you herewith copy of letter I have addressed to various sand and gravel companies who may be interested in bidding on the Salmon River highway surfacing job.

I believe these concerns represent all those who would be in position to furnish the material and the only ones who would be interested.

Will be glad for any suggestions and consideration which you may be able to extend to us in connection with this work.

Yours truly,

J H Mulchay

Southern Pacific Company

308 YAMHILL STREET, PORTLAND, OREGON

IN REPLY PLEASE REFER TO

J. H. MULCHAY,
ASST. FREIGHT TRAFFIC MANAGER
W. F. MILLER,
GENERAL FREIGHT AGENT
C. M. ANDREWS,
ASST. GENERAL FREIGHT AGENT
C. D. LAFFERTY,
INDUSTRIAL AGENT

A-7307-Ore.

Portland, Ore., Oct. 22, 1929.

Corvallis Sand & Gravel Co., Corvallis, Ore.
Independence Sand & Gravel Co., Independence, Ore.
Salem Sand & Gravel Co., Salem, Ore.
Ross Island Sand & Gravel Co., Portland, Ore.

Gentlemen:

I understand that the State Highway Commission has mailed specifications calling for bids on crushed rock or crushed gravel for surfacing of the Salmon River highway; that the bids are to be opened Thursday, Oct. 31st.

Am also informed that there is a local rock crusher on the Tillamook highway that expects to bid on the material; that they have heretofore furnished considerable crushed rock for the Highway Commission and will probably be a factor on this job.

Understand the amount of material will be in the neighborhood of 16,000 yards and we are naturally anxious to assist, so far as possible, in causing the tonnage to move by rail. We are quoting the following rates to apply to a point on the Willamina & Grand Ronde Ry. about two and one-half miles west of Grand Ronde, at which point delivery of the material by rail will be taken:

From Portland, Corvallis and Albany - 5½¢ per 100 lbs.
" Salem and Independence - 4½¢ " " "

See lower rates quoted later (5¢ and 4¢ per cwt.)

In the event of material moving from crushers on the Portland Electric Power Co's line - for instance, East Portland, there will be a switching charge, likewise at Salem a similar charge, in addition to the above rates, this on account of those plants not being located on our rails.

Would be glad if you will let me know if you are interested in making a bid and if there is anything about the proposition wherein we may be helpful in the way of our mutual interest.

Yours truly,

J.H.Mulchay

CC--Oregon State Highway Commission,
Salem, Ore.

CONTRACT#1137,

SEE:

CONTRACT#525

28

1137 SFH: Contract 525

CONTRACT #1139,

PR 136-C East Forest Bdry.-Silver Lake 1929

1139

PR136c

January 24, 1931

National Surety Company
R. J. Russell, Agent
Corbett Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract no. 1139 for the construction of the East Forest Boundary-Silver Lake Section of the Fremont Highway in Lake County has been completed by the contractor, William Endicott, and that final settlement will be made with the above contractor for work done under this contract on or after February 3rd.

The State is not advised of any unpaid claims for labor or material or of the existance of any claims, debts, dues or demands incurred in the performance of this work remaining unsatisfied and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. For your information we wish to advise that the total amount paid the above contractor in connection with this work, which will include the final payment, will be $67,022.23. Of this amount $338.39 was for force account work. Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

Dict. by J. McFarland/S

Form 39—E-18160—1500—9-30.

17136C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date December 27, 1930

Job name	East Forest Boundary--	*Week from*	Dec. 20 *to* Dec. 27
	Silver Lake	*Mail address*	Silver Lake, Oregon
Highway	Fremont	*Telegraph or telephone address*	" " "
County	Lake *Job prefix* 19PJ	*Express and freight address*	

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Final estimate mailed to Division Engineer's Office on Dec. 24.

RECEIVED
JAN
OREGON

(See back of this sheet for instructions and detailed information.)

Signed John T. Church

Title Res. Engineer

PP136c

GRADING CONSTRUCTION

Total miles of grading in project 19.77

Miles completed 19.77

Miles completed except finishing 19.77

Total cubic yards in project 169,572.

Cubic yards moved to date 169,572.

Miles covered by contractor's forces 19.77

Miles cross-sectioned 19.77

Miles cross-sections completed and checked 19.77

Miles to be remeasured None

Number men in Engineering Party 4

Contractor's average force for week ---- *men,*

------ *teams,* -------- *steam shovels*

Grading work ~~will be~~ completed ~~about~~ October 24, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM 2-A-1 310000 1500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PP136C

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION
SALEM

December 24, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

American National Bank
Portland, Oregon.

Attention: W. H. Brown,
Vice President.

Gentlemen:

I am herewith forwarding duplicate treasurer's check No. 39927 of this date, for an amount of $4,022.65 in favor of Wm. Endicott, replacing a state warrant lost in the mail. Mr. Endicott requested that we mail this to your bank and stated that he would call there within the next few days to endorse the same.

Thanking you for giving this your attention, I remain

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith

Auditor.

CFS L
cc Wm. Endicott
Yachats, Ore.
✓cc Roy A. Klein
Office.

1500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 23, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Hon. Thos. B. Kay, State Treasurer
Capitol Building.

Dear Sir:

I am herewith forwarding for your action the required state indemnity bond given by Wm. Endicott as principal and the National Surety Company as surety to secure the issuance of a duplicate treasurer's check to replace state warrant No. R25271 in favor of Wm. Endicott for $4,022.65, issued Dec. 5, 1930.

This warrant was mailed to him at Yachats and while in transit was, together with other mail, stolen from the post office at Waldport, Oregon. Mr. Endicott is one of our contractors and is very much in need of this money in order to take advantage of bill discounts before the first of the month. Also, in view of the fact that the loss of the warrant is in no sense Mr. Endicott's fault and has caused him the inconvenience of delay and the securing of the bond, I am respectfully requesting that in case the bond is found in proper order, the warrant be issued at the earliest moment. It would be appreciated if the warrant were submitted through this office as we have special mailing instructions from Mr. Endicott.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
✓ cc Roy A. Klein, Office.

DUPLICATE
BOND RETAINED
WITH THIS FILE.
(e)

Yachats, Oregon.
Dec. 22, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Attention Roy A. Klein, Highway Engineer

Gentlemen:

I enclose herewith, in duplicate, bond in amount of $4022.65 with National Surety Company, as surety, to secure a duplicate of Warrant No. R-25271.

Kindly mail warrant direct to American National Bank, Portland, Oregon, attention W. H. Brown, Vice-President, and I will drop into the bank and endorse it as I expect to be in Portland during the next few days.

Yours very truly,

Wm Endicott
Wm. Endicott

Form No. 1

See instructions on reverse side.

Bond of Indemnity to the State of Oregon for Securing Payment of a Lost, Stolen, or Destroyed Warrant

Know All Men By These Presents, *That we,* **Wm. Endicott** *, as Principal, and* **NATIONAL SURETY COMPANY** *, and* ~~xx~~ **a corporation** *, as sureties, are held and firmly bound unto the STATE OF OREGON, the State Treasurer of Oregon, and the rightful owner of the hereinafter described warrant, in the penal sum of* **Four Thousand twenty two & 65/100** *Dollars, lawful money of the United States of America, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.*

Dated this 22nd *day of* December *, 19*30 .

Whereas, *the State of Oregon, acting through its Secretary of State, did, on the* 5th *day of* December *, 19*30 *, issue its warrant bearing even date and numbered* R-25271 *, payable to the order of* Wm. Endicott *, for the sum of* Four thousand twenty-two and 65/100 - - *Dollars, which said warrant was lost, stolen, or destroyed, prior to receipt of value therefor by said principal,*

Now, Therefore, the Condition of This Obligation Is Such, *That if the above-bounden obligors, their heirs, executors, administrators, successors, or assigns, or any of them, shall well and truly indemnify and save harmless the obligees herein, and each of them, from any claim on account of payment to said principal by the State Treasurer of Oregon of the amount of said warrant, and from all costs, or expenses, including interest, or other damage, loss, or liability, which said obligees, or any of them, may sustain, incur, or be liable for in consequence of said payment, then this obligation to be void; otherwise to be and remain in full force and virtue.*

And the above-bounden principal hereby consents and expressly agrees to furnish a new bond of indemnity with satisfactory surety or sureties in case the surety or sureties on this obligation should not, for any reason, in the opinion of the State Treasurer of Oregon, afford the obligees herein sufficient protection and security.

Witness *our hands and seals the day and year first above written.*

Wm. Endicott [SEAL] (1)
Principal

In presence of

(1) J. M. Ellis

NATIONAL SURETY COMPANY
W. B. Gilham [SEAL] (2)
Surety
BY

(2) E. E. Burdick

W. B. Gilham
RESIDENT AGENT

[SEAL] (3)
Surety

ATTEST: R. J. Russell

Give below the residence and postoffice address (number and street where the residence is so designated) of the principal and of each surety and witness.

ADDRESSES OF WITNESSES

(1) 501 Corbett Bldg. Portland Ore.

(2) - same -

ADDRESSES OF PRINCIPAL AND SURETIES

Yachats, Ore. (1)

Surety { Corbett Bldg. (2)
Portland Ore.

Form No. 2

AFFIDAVIT OF INDIVIDUAL SURETIES

STATE OF OREGON,
County of } ss.

I, , and I, , *sureties on the foregoing bond, being duly and separately sworn, severally say: That I am a resident and* *holder within the State of Oregon, and that I am not a counselor or attorney at law, sheriff, clerk of any court, or officer of any court; that I am worth at least double the amount of the penalty of said bond, over and above all debts and liabilities, and exclusive of property exempt from execution.*

Surety

Surety

Subscribed and sworn to before me this *day of* *, 19* .

[SEAL]

Notary Public for Oregon

My commission expires

Personal sureties must be householders or freeholders residing in Oregon. If the bond is from a surety company, this affidavit should not be executed.

And the above-bounden principal hereby consents and expressly agrees to furnish a new bond of indemnity with satisfactory surety or sureties in case the surety or sureties on this obligation should not, for any reason, in the opinion of the State Treasurer of Oregon, afford the obligees herein sufficient protection and security.

Witness *our hands and seals the day and year first above written.*

Wm. Endicott [SEAL] (1)
Principal

NATIONAL SURETY COMPANY
W. B. Gilliam [SEAL] (2)
Surety
BY VICE-PRESIDENT [SEAL] (3)
Surety
ATTEST: R. J. Russell

In presence of

(1) J. M. [illegible]
(2) E. E. Burdett

COUNTERSIGNED
W. B. Gilliam
RESIDENT AGENT

Give below the residence and postoffice address (number and street where the residence is so designated) of the principal and of each surety and witness.

ADDRESSES OF WITNESSES	ADDRESSES OF PRINCIPAL AND SURETIES
(1) 501 Corbett Bldg. Portland Ore.	Yachats, Ore. (1)
(2) – same –	Surety { Corbett Bldg. (2)
	Portland Ore. (3)

Form No. 2

AFFIDAVIT OF INDIVIDUAL SURETIES

STATE OF OREGON,
County of } ss.

I, , *and I,* , *sureties on the foregoing bond, being duly and separately sworn, severally say: That I am a resident and* *holder within the State of Oregon, and that I am not a counselor or attorney at law, sheriff, clerk of any court, or officer of any court; that I am worth at least double the amount of the penalty of said bond, over and above all debts and liabilities, and exclusive of property exempt from execution.*

.... Surety
.... Surety

Subscribed and sworn to before me this *day of* *, 19* .

[SEAL]

....
Notary Public for Oregon

My commission expires

Personal sureties must be householders or freeholders residing in Oregon. If the bond is from a surety company, this affidavit should not be executed.

Form No. 3

RECEIPT AND CERTIFICATION OF OWNERSHIP

$4 022 65 Yachats *Oregon,* December 22 , 1930

I hereby certify that I am the lawful owner of the above-described warrant and that such warrant was lost, stolen, or destroyed prior to my having received value therefor; and I hereby acknowledge receipt from the State Treasurer of Oregon of the sum of Four thousand twenty-two and 65/100 - - - *Dollars as payment in full of said warrant, and of all costs, interest, and expenses in connection therewith.*

Wm. Endicott
Principal

(Do not write below this line—For use of Treasury Department)

Form No. 4

NOTICE OF PAYMENT
STATE OF OREGON
TREASURY DEPARTMENT

Salem, Oregon, *, 19*

To the Secretary of State:

Pursuant to the provisions of chapter 257, General Laws of Oregon, 1921, as amended by chapter 341, General Laws of Oregon, 1929, an Indemnity Bond has been filed in this office for securing payment of that certain State Warrant, dated December 5, 1930 *in the sum of* Four thousand twenty-two and 65/100 - - - - *Dollars (*$4 022 65*), payable to the order of* Wm. Endicott *and numbered* R-[illegible]

In accordance with the provisions of said law, payment has this day been made of the above-mentioned warrant which has been reported lost, stolen, or destroyed prior to receipt by the principal of value therefor.

....
State Treasurer

STATE HIGHWAY FUND

By ....
Cashier-Teller

. 4631-5M-8-30
(Combined F. 147-147½-148-148½)

NATIONAL SURETY COMPANY

CAPITAL $15,000,000

CERTIFICATE OF APPOINTMENT OF RESIDENT VICE-PRESIDENT

Know all Men by These Presents, That ....

....

....

has/have been and is/are hereby appointed Resident Vice-President(s) of the NATIONAL SURETY COMPANY, at ....

and as such Resident Vice-President(s) has/have full power and authority to sign and execute on behalf of the Company any and all bonds, and all bonds signed by him/them when sealed and attested by the Secretary, an Assistant Secretary, or a Resident Assistant Secretary, shall be valid and binding upon the Company as if said bonds had been signed by the Chairman, the Vice-Chairman, the President or a Vice-President and duly sealed and attested.

CERTIFICATE OF APPOINTMENT OF RESIDENT ASSISTANT SECRETARY

Know all Men by These Presents, That ....

....

....

has/have been and is/are hereby appointed Resident Assistant Secretary(s) of the NATIONAL SURETY COMPANY, at ....

and as such Resident Assistant Secretary(s) has/have power and authority to seal and attest on behalf of the Company any and all bonds, and all bonds sealed and attested by him/them when signed by the Chairman, the Vice-Chairman, the President, a Vice-President or a Resident Vice-President shall be as valid and binding upon the Company as if said bonds had been sealed and attested by the Secretary.

Said appointment(s) is/are made under and by authority of the following By-Law adopted by the Board of Directors of the NATIONAL SURETY COMPANY at the meeting duly called and held on the third day of October, 1922:

"ARTICLE XII. *Resident Officers and Attorneys-in-Fact.*

"SECTION 1. The Chairman, Vice-Chairman, President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for, and on behalf of the Company, and either the Chairman, Vice-Chairman, President or any other Vice-President, the Board of Directors, or the Executive Committee, may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given them."

"SECTION 2. *Resident Vice-Presidents.*—Resident Vice-Presidents shall have the power and authority to sign and execute on behalf of the Company any and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the President could bind it."

"SECTION 3. *Resident Assistant Secretaries.*—Resident Assistant Secretaries shall have power and authority to affix the seal of the Company to, and attest on behalf of the Company, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the Secretary could bind it."

IN WITNESS WHEREOF, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this .... day of .... A. D. 193.....

NATIONAL SURETY COMPANY,

By ....

Vice-President.

ATTEST: ....

Assistant Secretary.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this .... day of ...., A. D. 193......., before me personally came .... to me known, who being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

....

has/have been and is/are hereby appointed Resident Vice-President(s) of the NATIONAL SURETY COMPANY, at

and as such Resident Vice-President(s) has/have full power and authority to sign and execute on behalf of the Company any and all bonds, and all bonds signed by him/them when sealed and attested by the Secretary, an Assistant Secretary, or a Resident Assistant Secretary, shall be valid and binding upon the Company as if said bonds had been signed by the Chairman, the Vice-Chairman, the President or a Vice-President and duly sealed and attested.

CERTIFICATE OF APPOINTMENT OF RESIDENT ASSISTANT SECRETARY

Know all Men by These Presents, That

has/have been and is/are hereby appointed Resident Assistant Secretary(s) of the NATIONAL SURETY COMPANY, at

and as such Resident Assistant Secretary(s) has/have power and authority to seal and attest on behalf of the Company any and all bonds, and all bonds sealed and attested by him/them when signed by the Chairman, the Vice-Chairman, the President, a Vice-President or a Resident Vice-President shall be as valid and binding upon the Company as if said bonds had been sealed and attested by the Secretary.

Said appointment(s) is/are made under and by authority of the following By-Law adopted by the Board of Directors of the NATIONAL SURETY COMPANY at the meeting duly called and held on the third day of October, 1922:

"ARTICLE XII. *Resident Officers and Attorneys-in-Fact.*

"SECTION 1. The Chairman, Vice-Chairman, President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for, and on behalf of the Company, and either the Chairman, Vice-Chairman, President or any other Vice-President, the Board of Directors, or the Executive Committee, may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given them."

"SECTION 2. *Resident Vice-Presidents.*—Resident Vice-Presidents shall have the power and authority to sign and execute on behalf of the Company any and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the President could bind it."

"SECTION 3. *Resident Assistant Secretaries.*—Resident Assistant Secretaries shall have power and authority to affix the seal of the Company to, and attest on behalf of the Company, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the Secretary could bind it."

IN WITNESS WHEREOF, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this.................day of...A. D. 193......

NATIONAL SURETY COMPANY,

By...
Vice-President.

ATTEST :...
Assistant Secretary.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this...day of..., A. D. 193......., before me personally came...to me known, who being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

....

(Notarial Seal)

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, ..., Assistant Secretary of the NATIONAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of an instrument executed by said NATIONAL SURETY COMPANY which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 18th day of December A. D. 1930

....
Assistant Secretary.

5000 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 18, 1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Devers
Attorney
Office

Dear Sir:

Please see the attached correspondence concerning lost warrant sent by mail to Wm. Endicott of Yachats. If you have any suggestion as to proceedings which should be taken so that Mr. Endicott may receive this money without a long delay or without the necessity of securing a surety bond, I would be glad to receive it.

Very truly yours,

Roy A. Klein
State Highway Engineer

RAK:HI

December 22, 1930

Carl Smith:

Mr. Endicott called at the office this morning and with Mr. Devers went over to the State Treasurer's office. I understand that Mr. Endicott is going to get a surety bond rather than secure two personal sureties. Mr. Devers inquired from the Homer Smith Agency who said that the bond would cost two per cent of the face value of the lost warrant, which would be $80.00 and would last for seven years after which the warrant would be outlawed anyway. He stated further that if the warrant was recovered within six months, one-half of the premium would be refunded.

RAK

1500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

December 17, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. John H. Farrar, Postmaster
Salem, Oregon.

Dear Sir:

It appears from a letter dated December 15th, signed by the postmaster at Waldport, Oregon, that our registered letter #3084, mailed at Salem on December 6th, addressed to Wm. Endicott, Yachats, Oregon, was, among others, stolen from the Waldport post office on December 7th. The non receipt of the warrant has been confirmed by Mr. Endicott and at the suggestion of Mr. Aspinwall in your office, who kindly furnished us a tracer form, I am submitting herewith the said form for the purpose of, so far as possible, furnishing your office with information regarding the lost letter.

As you will note, we have stated that the amount of indemnity is at present uncertain, it being our understanding that under the registered mail we could collect up to an amount of $50.00, providing we could furnish proof of loss in connection with the loss of this letter.

Under the state law the state treasurer is prohibited from replacing this state warrant unless Mr. Endicott furnish a bond for double the amount of the lost warrant, and it is very probable that this will be almost prohibitive in the present case due to the cost of securing a corporate surety. It is possible, however, that some method may be found for replacing the warrant without cost and in such event no claim would be made, but there is a possibility that some expense will be incurred in connection with the straightening up of this matter and if such is the case we would probably have a claim to present later.

If there any further facts or details which we should furnish, please advise.

Thanking you for your attention to this matter, I remain

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
✓ cc Roy A. Klein

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 16, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Wm. Endicott
Yachats, Oregon.

Dear Sir:

Your son called at the office this afternoon to secure such additional information as was possible concerning the lost warrant for $4,022.65, which was concerned in the post office robbery at Waldport on the 7th. He suggested that I send you a confirming letter giving the same information which he secured in order that you might have it for ready reference during the next few days.

Briefly, the situation is that under the state law the state treasurer's office is prohibited from issuing a duplicate check to replace this warrant until the payee files the standard indemnity bond for double the amount of the lost warrant, which bond must be signed not only by the payee, but also by two sureties who must be free holders of the State of Oregon, or else a surety company must be secured to go on the bond.

I fully appreciate the embarrassment this requirement will cause you, but at present no other method of securing the duplicate warrant is known, although Mr. Klein is taking the matter up with our attorney upon his return to the office.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
✓ cc Roy A. Klein
Office.

MMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

December 16, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Hon. Thos. B. Kay, State Treasurer
Capitol Building.

Dear Sir:

Confirming my verbal request of this morning, I am requesting that you stop payment on state warrant No. R-25271 in favor of Wm. Endicott, mailed from this office on December 6th and being written in the amount of $4,022.65, as the said warrant has been apparently stolen from the United States Post O fice at Waldport, Oregon, through which office it was passing to Yachats, its destination.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
cc Roy A. Klein
Office.

[illegible]0925 THIRD [illegible]

United States Post Office
Waldport, Oregon

W. E. EVERSON, POSTMASTER
LOIS EVERSON, ASSISTANT

Dec. 15th 19[illegible].

State Highway Dept.,
Salem Oregon.

Gentlemen:

Registered letter [illegible] from your office going to Yachats last Sat. Dec 7th, was stolen from this office early Mon. morning. The letter [illegible] been [illegible] found but [illegible] missing. I think the letter was going to Mr. Endicott and I understand he [illegible] you regarding your issuing him a duplicate. We are holding the letter card in this office until the matter is [illegible].

Yours truly,

W. E. Everson

Postmaster, Waldport Oregon.

DEC 1[illegible] 19[illegible]
OREGON
HIGHWAY DEPT.

DEC 16 .. Vou. 11346 $ 4022.65 warrant 25271 Dec. 6

WE/TC

By, Wm Endicott

DEC 16 40

FRED ENDICOTT
Superintendent

Present Address
YACHATS, OREGON

WILLIAM ENDICOTT
GENERAL CONTRACTOR

MADRAS, OREGON

Yachats, Oregon.
December, 15th, 1930.

Oregon State Highway Commission
Salem, Oregon,

Gentlemen:-

Referring to the Warrent covering the Nov., 10th Estimate of the Freemont Highway.

We have not as yet received same. But yesterday received a call from the Post-Master of Waldport, and he informed us that the Registered letter holding same was included in the robbery of the Waldport Post Office on Dec., 7th.

Therefore we would appreciate very much, your stopping payment on the warrent, And sending us another one to replace same.

Thanking you very much, I am,

Yours very truly,

Wm. Endicott

By, Wm Endicott

WE/TC

DEC 16 [illegible]

500—9-30.

FR 136
1139

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date November 29 1930

Job name East Forest Boundary---- Silver Lake.
Week from Nov. 22 to Nov. 29.
Mail address Silver Lake, Ore.
Highway Fremont
Telegraph or telephone address " " "
County Lake Job prefix 19PJ
Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading completed October 24,1930.

Party working on final estimate two days.

(See back of this sheet for instructions and detailed information.)

Signed

Title Resident Engineer

Form 39—E-18160—1500—-30.

11136C

NOTED

STATE HIGHWAY DEPARTMENT

GRADING CONSTRUCTION

Total miles of grading in project 19.77

Miles completed "

Miles completed except finishing "

Total cubic yards in project 165,000

Cubic yards moved to date 165,000

Miles covered by contractor's forces 19.77

Miles cross-sectioned "

Miles cross-sections completed and checked 16.5

Miles to be remeasured None

Number men in Engineering Party 4

Contractor's average force for week no *men,*

no *teams,* no *steam shovels*

Grading work XXX *be completed* xxx October 24.1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

Form 39—E-18160—1500 -30.

PR 136 C

NOTED
State Highway Engineer

OR STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Date October 25, 1930

Job name East Forest Boundary------- Silver Lake

Week from October 18 *to* October 25

Mail address Silver Lake, Ore.

Highway Fremont

Telegraph or telephone address " " "

County Lake *Job prefix* 19PJ

Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Job completed October 24, 1930.

Party working two days on this job.

Re-measuring completed.

(See back of this sheet for instructions and detailed information.)

Signed John T. Bunch

Title Res. Engr.

SP 136

GRADING CONSTRUCTION

Total miles of grading in project 19.77

Miles completed 19.77

Miles completed except finishing 19.77

Total cubic yards in project 165,000

Cubic yards moved to date

Miles covered by contractor's forces 19.77

Miles cross-sectioned 19.77

Miles cross-sections completed and checked 12.5

Miles to be remeasured None

Number men in Engineering Party 4

Contractor's average force for week 6 men,

6 horses XXXX, ------------ ~~steam shovels~~

Grading work XXXX completed XXX October 24, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

STENCIL NO. 124

PR 136 C

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. No.136-C

Post Office Building
Portland, Oregon.

Apr. 14, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

A4pv 6675

Form P. R. 2
State Oregon
Project No. 136, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 11th day of February, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1927, a project statement, which was approved by the Secretary on the 18th day of February, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section C of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 7th day of December 1929, and approved by the Secretary on the 24th day of March, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty thousand, four hundred sixty-five and 04/100 dollars ($40,465.04) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $60,522.00, Federal Aid $36,915.76; two bridges, approved estimate $5,703.50, Federal Aid $3,549.28.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of ~~s~~aid project shall not in any event exceed the sum of forty thousand, four hundred sixty-five and 04/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-six thousand, two hundred twenty-five and 50/100 dollars, the approved total estimated cost of Section C of ~~of~~ said project.

(a) It is agreed that ...

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....
(Name of depository)
.... hereby designated by the Highway Department for the purpose and authorized under the laws of said .... of ....
(Name)

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing
....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
....

*(b) By the ....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing
....
funds and probable amount annually available)
....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
....
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of March, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518 CWB

PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 5099+00 in the W. ½ of Sec. 23, T.28 S., R.14 E., just east of the town of Silver Lake, and survey station 6147+00 at the east boundary of the Fremont Forest on the section line between Secs. 31 and 32, T.25 S., R.13 E., W.M., locally known as the Fremont Highway between a point on the Federal Aid Road between LaPine and Crescent near the Deschutes-Klamath County Line, and Silver Lake (Lake), Lake County, and designated in the records of this Department as Section C of Project No. 136, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 66,225.50 as the total estimated cost of Section C of said project, and the sum of $ 40,465.04 as the share of the United States, payable under said acts on account of Section C of such project, which does not exceed the authorised Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 24th day of March one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

Corr

GOVERNMENT PRINTING OFFICE [illegible]

Form 39—E-15589—2500—3-30.

PR136C

NOTED
State Highway Engineer

OR GO STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

Date March 22, 1930

Job name East Forest Boundary-----
Silver Lake Section

Week from March 15, *to* March 22.

Mail address Lakeview, Oregon

Highway Fremont

Telegraph or telephone address Lakeview, Oregon

County Lake *Job prefix* 19PJ.

Express and freight address Lakeview, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather conditions favorable this week. About 1800 cubic yards moved between station 6087 and 6097. Small crew working all week. (Two cats and tumble-bugs.)

Two men and one four horse fresno team working in cut, stations 5251 to 5249.

Two men working on sage brush clearing. Clearing completed from stations 5990 to6147.

(See back of this sheet for instructions and detailed information.)

Signed John T. Burch

Title Res. Engr.

PR136C

GRADING CONSTRUCTION

Total miles of grading in project 19.77

Miles completed None

Miles completed except finishing 0.6

Total cubic yards in project 165,000

Cubic yards moved to date 11,500

Miles covered by contractor's forces 1

Miles cross-sectioned 2.2

Miles cross-sections completed and checked 0.5

Miles to be remeasured ....

Number men in Engineering Party 3

Contractor's average force for week 8 *men,*

4 horses *teams,* 2(40)Tractors *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 136C

FORM S-C-1 D-11814 1M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GAT[illegible]EDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 17, 1930.

Mr. B. J. Crowley
Resident Maintenance Engineer
State Highway Department
Lakeview, Oregon

Dear Sir:

Enclosed find copy of letter from Mr. Klein in regard to line changes on the East Forest Boundary-Silver Lake Section of the Fremont Highway.

I have forgotten what condition existed that made the elimination of either the 2° or 3° curve not feasbile. Kindly inform me again the reason this cannot be done, for as Mr. Klein says, that when we were on the ground, no special reason seemed to exist why it could not be done. Anyway, go into the matter again and I want to call your special attention to the last paragraph of Mr. Klein's letter and wish you to make a study of the alignment, with the idea of eliminating curvature and flattening of curves, etc., where possible, and now is the time to do it before construction on this section is very far under way.

I hope to go over this section with you very shortly, but in the mean time see what you can do along the above lines and then we can see it on the ground.

Yours very truly

C. W. Wanzer
Division Engineer

CWW/c
enc.
cc. Mr. Roy A. Klein ✓

PR136-C

January 13, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the East Forest Boundary-Silver Lake Section of the Fremont Highway in Lake County, Oregon Project No. 136-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Encls.

Oregon State Highway Department Project No. 130-C

EAST FOREST BOUNDARY-SILVER LAKE SECTION OF THE FREMONT HIGHWAY

IN LAKE COUNTY

(Estimate as basis for project agreement. Based on contract prices).

Salem, Oregon, January 13, 1932

All Required		Clearing and Grubbing		Low Bid	$2,000.00
154,000	cu.yds	Common Excavation	.22½	" "	34,650.00
11,000	cu.yds	Solid Rock Excavation	1.00	" "	11,000.00
33,000	yd.sta	Overhaul	.05	" "	1,650.00
11	M-FBM	Lumber and Tbr.(Tres.Sta.5292)	75.00	" "	825.00
140	lin.ft	Timber Piling " " "	1.00	" "	140.00
1,000	lin.ft	12" Concrete Pipe	1.35	2d low bid	1,350.00
930	lin.ft	18" Concrete Pipe	2.50	" " "	2,325.00
300	lin.ft	24" Concrete Pipe	3.60	" " "	1,080.00
		Sub-total			$ 55,020.00
		10% Engr. & Cont.			5,502.00
		Total			$ 60,522.00

Structures over 20' Span

Trestle, Sta. 5175

42.5 M-FBM	Lumber and Timber	75.00	Low Bid	$ 3,187.50
550 lin.ft	Timber Piling	1.00	" "	550.00

Trestle, Sta. 5279

16.5 M-FBM	Lumber and Timber	75.00	Low Bid	1,237.50
210 lin.ft	Timber Piling	1.00	" "	210.00
	Sub-total			$ 5,185.00
	10% Engr. & Cont.			518.50
	Total			$ 5,703.50

Length of Project (Incl. Structures)	19.766 miles
Length of Two Trestles (over 20' span)	.029 "
Length of Project (exclud. Structures)	19.737 "
Cost per mile (excluding structures)	$3,066.42

S U M M A R Y

Item	Total Cost	Federal Aid	State Funds
Roadway	$ 60,522.00	$ 36,915.76 (60.9956%)	$ 23,606.24
Two Trestles	5,703.50	3,549.28 (62.23%)	2,154.22
	$ 66,225.50	$ 40,465.04	$ 25,760.46

State Funds for construction, Chapter 173, Laws 1917; Chapter 31, Laws 1920

" " " maintenance Chapter 41, Laws 1929.

Form 39—A-1861—2M—7-26.

PR136C

O[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview, Ore., Jan.11 1930

Job Name East Forest Bndy.-Silver Lake Section of
Week from Dec. 27, 1929 to Jan. 11, 1930.
Mail Address Lakeview, Oregon.
Highway FREMONT
Telegraph or Telephone Address " "
County Lake Job Prefix 19PJ
Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Wm. Endicott, contractor on this section, began clearing with a few men at Station 6070-6090 on Dec. 27th. and began grading in same vicinity next day. Also clearing was begun Jany. 1st. at Sta.5250 to 5270 and to date about half a mile of sage brush and willow clearing has been done. A littler concrete pipe has been delivered.

A small estimate of aprox. $700. was submitted Jany. 10th.

(See back of this sheet for instructions and detailed information.)

Signed B. Crowley

Title ResidentEngineer.

GRADING CONST ON

Total miles of grading on project 19.77

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces 1.

Miles cross-sectioned 1.5

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 2, part of time only

Contractor's average force for week 7 *men,*

4 horses ~~*teams*~~ .... *steam shovels*

1-30 cat & tumble bug.

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ....

Miles completed ....

Miles partially done ....

Average daily yardage placed this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Surfacing will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

PR136C

December 19, 1929

Mr. William Endicott
Madras, Oregon

Dear Sir:

We are sending you today by express four copies of contract no. 1139 which was awarded to you by the State Highway Commission at its meeting on December 12, 1929, covering the grading of the East Forest Boundary-Silver Lake Section of the Fremont Highway in Lake County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on Page 7 of the contract relating to theWorkmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours

Roy A. Klein
State Highway Engineer

By

S

H. B. Glaisyer
Chief Clerk

PR 136C

November 16, 1939.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate accompanying plans and five sets of special provisions covering the East Forest Boundary-Clear Lake Section, Project No. 136C.

Under separate cover we are sending five sets of blue print plans and a set of original cross-sections for this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. H. Probert
Office Engineer

JHP:AP
Encls.

Oregon State Highway Department Project No. 130-C

EAST FOREST BOUNDARY-SILVER LAKE SECTION OF THE FREMONT HWY.

IN LAKE COUNTY

(Estimate with Plans. Not as basis for project agreement.)

Salem, Oregon, November 26, 1929.

Roadway:

All Required	Clearing and Grubbing		$ 1,000.00
154,000 cu.yds	Common Excavation	.30	46,200.00
11,000 cu.yds	Solid Rock Excavation	1.00	11,000.00
33,000 yd.sta.	Overhaul	.04	1,320.00
11 M-FBM	Lbr. and Tbr. (Tres. Sta. 5292)	70.00	770.00
140 lin.ft	Timber Piling (" " ")	1.25	175.00
1,000 lin.ft	12" Culvert Pipe	1.50	1,500.00
930 lin.ft	18" Culvert Pipe	2.50	2,325.00
300 lin.ft	24" Culvert Pipe	3.75	1,125.00
	Sub-total		$ 65,415.00
	10% Engr. & Cont.		6,541.50
	Total		$ 71,956.50

Structures over 20' Span

Trestle, Sta. 5273

42.5 M-FBM	Lumber and Timber	$ 70.00	$ 2,975.00
550 lin.ft	Timber Piling	1.25	687.50

Trestle, Sta. 5279

16.5 M-FBM	Lumber and Timber	70.00	1,155.00
21.5 lin.ft	Timber Piling	1.25	262.50
	Sub-total		$ 5,080.00
	10% Engr. & Cont.		508.00
	Total		$ 5,588.00

Length of Project (Incl. Structures) 19.766 miles
" " " (Excl. Structures) 19.737 miles (2 trestles .029 miles)
Cost per mile (excluding structures $ 3,645.73

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Roadway	$71,956.50	$44,778.62 (62.23%)	$27,177.88
Structures	5,588.00	3,477.41 (62.23%)	2,110.59
	$77,544.50	$48,256.03	$29,288.47

PR136c

November 4, 1930

Mr. C. W. Wanner,
Division Engineer,
State Highway Department,
Box 888,
Bend, Oregon.

Dear Sir:

Relative to the East Forest Boundary-Silver Lake (town) Section of the Fremont Highway, you will recall that Mr. Crowley was to try out one or two changes to eliminate small curves near the north end of the project. Nothing has come in on these and we would like to have the revised maps and profiles at once, if these revisions are found feasible, so that we may prepare the Federal Aid plans and also the profiles which are furnished the bidders.

We have not yet had a definite statement from the County Court that the right of way has been secured on this project and, as you know, it will be necessary to have this before the project is advertised. Commissioner Snider appeared at the meeting on October 30 and discussed the matter with the Commission and they told him the same as Judge Kelty was told previously. If we are to receive bids on this job at the December 12 meeting, we should know within the next week or so.

Very truly yours,

State Highway Engineer.

RAK:HI

cc S. H. Probert

CONTRACT #1140,
1261,

PR 144-C Yachats-Lane Co. Line 1929-1931

1140.1261

PR 144C

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.E.F.A.P.144-C

Post Office Building
Portland, Oregon.
October 28, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L Canfield
L. J. Canfield
Highway Engineer.

P.S. Enclosed also is an approved copy of the detail estimate upon which the modified project agreement was based.

1931

A4pr6567

Oregon Emergency Federal Aid Project No. 144, Section C.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 11, 1930, by the State Highway Commission of Oregon, and on March 3, 1930, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed by the said State Highway Commission on April 2, 1931, and by the Acting Secretary of Agriculture on May 12, 1931, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 144, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the estimate to include the items of work involved in the construction of the Half Viaduct at Cape Perpetua; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $197,359.25 to $200,027.85;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be further amended as follows:

Clause (a) of Article I shall read:

> "(a) By the State, $10,335.73, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1921."

Paragraph (e) of Article III shall read:

> "(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $181,839.35, Federal Aid $52,646.58; one bridge, approved estimate $18,188.50, Federal Aid $9,094.25."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of sixty-one thousand, seven hundred forty and 83/100 dollars ($61,740.83), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred thousand, twenty-seven and 85/100 dollars ($200,027.85), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of September, 1931, and the Secretary of Agriculture on the 14th day of October, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By C K Spaulding
Member, State Highway Commission

By ____________________
Member, State Highway Commission.

R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Emergency Federal Aid Project No. 144, Section C.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~

~~locally known as~~

and designated in the records of this Department as Emergency Federal Aid Project No. 144-C, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $200,027.85 as the total estimated cost of said project, and the sum of $61,740.83 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 14th day of October one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

[illegible] 8—4329

FA 144C

September 3, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the suggestion of Mr. Davis, who was in this office yesterday, we have prepared a revised estimate covering the Yachats-Lane County Line Section, Project No. 144-C. This estimate has been revised to include the half-viaduct at Cape Perpetua as a participating part of the project, for the purpose of securing emergency advance funds for the State's share of cost of the structure. Six copies of this estimate, to be used as basis for modifying the agreement, are enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Emergency Project No. 144-C

YACHATS-LANE COUNTY LINE SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

Salem, Oregon, Sept. 8, 1933.

Roadway

All Required	Clearing and Grubbing		$	7,000.00
65,000 cu. yds.	Common Excavation	$ 0.32		20,800.00
158,000 cu. yds.	Solid Rock Excavation	0.64		101,120.00
200,000 yd. sta.	Overhaul	0.02		4,000.00
55,000 yd. mi.	Truck Haul	0.25		13,750.00
420 cu. yds.	Class "A" Concrete	27.00		11,340.00
45,000 lbs.	Metal Reinforcement	0.05		2,250.00
20 cu. yds.	Riprap	3.00		60.00
800 lin. ft.	12" Concrete Pipe	1.50		1,200.00
350 " "	18" Concrete Pipe	2.75		962.50
100 " "	24" Concrete Pipe	4.00		400.00
	Sub-total		$	162,882.50
	10% Engr. & Cont.			16,288.25
	Total........		$	179,170.75

Half Viaduct at Cape Perpetua

30 cu. yds.	Excavation	$ 4.00	$	120.00
35 cu. yds.	Class "A" Concrete	17.00		595.00
50 cu. yds.	Class "D" Concrete	17.00		850.00
14,000 lbs.	Metal Reinforcement	.045		630.00
77 lin. ft.	Stone Handrail	3.00		231.00
	Sub-total		$	2,426.00
	10% Engr. & Cont.			242.60
	Total.....		$	2,668.60
	Sub-total		$	165,308.50
	10% Engr. & Cont.			16,530.85
	Total.......		$	181,839.35

Length of Project, including structure	2.850 miles
Length of Chasm Bridge, 158 ft.	.030 "
Length of Roadway	2.820 "
Cost per mile - $64,482.05	

asm Bridge (Sta. 4+20.5 to Sta. 5+79.5)

195 cu. yds.	Excavation	$ 4.00	$ 780.00
375 cu. yds.	Class "A" Concrete	17.00	6,375.00
150 cu. yds.	Class "D" Concrete	17.00	2,550.00
96,000 lbs.	Metal Reinforcement	.045	4,320.00
330 lin. ft.	Concrete Handrail	4.00	1,320.00
500 lin. ft.	Rock Aggregate (State Contr. 1197)	1.70	850.00
170 cu. yds.	Sand (State Purchased Material)	2.00	340.00
		Sub-total	$ 16,535.00
		10% Engr. & Cont.	1,653.50
		Total.......	$ 18,188.50

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Roadway				
Grading	$179,170.75	$ 51,873.96 (28.952+%)	$ - -	$ 127,296.79
Half-Via-duct	2,668.60	772.62 (28.952+%)	1,895.98	- -
	$181,938.35	$ 52,646.58 (28.952+%)	$ 1,895.98	$ 127,296.79
Chasm Br.	18,188.50	9,094.25	8,439.75	654.50
	$200,027.85	$ 61,740.83	$10,335.73	$ 127,951.29

State funds for Construction: Chapter 175, Laws 1917: Chapter 51, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1920.

STENCIL NO. 124

PR144C.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Oregon/Emergency F.A.P. 144-C

Post Office Building
Portland, Oregon.

May 28, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By LJCaufield
L.J.Caufield
Highway Engineer

One copy each of the approved detailed estimate and the approved special provisions is enclosed.

Oregon Emergency Federal Aid Project No. 144, Section C. A 4 pr 65-67

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 11, 1930, by the State Highway Commission of Oregon, and on March 3, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 144, Section C, hereinafter designated as Oregon Emergency Federal Aid Project No. 144, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section C to provide for the construction of Chasm Bridge, of more than 20 ft. clear span, thereby increasing the length of said Section C from 2.821 miles to 2.850 miles; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $179,170.75 to $197,359.25, and that the Federal funds approved and set aside to the credit of said Section C be increased from $52,665.24 to $61,740.83; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction of the additional work eligible thereto:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows;

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixty-one thousand, seven hundred forty and 63/100 dollars ($61,740.63) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article I shall read:

> "Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:
>
> (a) By the State, $5,439.75, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1921."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

> Between survey station 0+00 at the Lincoln-Lane Counties Line, and survey station 151+47.5 at the south end of the Yachats River Bridge near the south end of Section A of said project, terminal points, a distance of 2.850 miles, known locally as the Yachats-Lane County Line Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, being Oregon Emergency Federal Aid Project No. 144, Section C, consisting of 2.820 miles of roadway and one bridge of more than 20 ft. clear span 0.030 of a mile in length."

Paragraph (d) of Article III shall read:

> "(d) It is mutually agreed that the existing structure across the Yachats River at the north end of said project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction, it will be repaired or reconstructed; and new structure between survey stations 58+74 and 59+50 not included in such plans and specifications, will be constructed; by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary of Agriculture or his authorized agents. No Federal Aid shall be paid under this agreement for said repairs, reconstruction, or new construction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations."

To Article III shall be added paragraphs (e) and (f) to read, respectively:

> "(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $179,170.75, Federal Aid $52,646.58; one bridge, approved estimate $18,188.50, Federal Aid $9,094.25."

Tl

> "(f) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of sixty-one thousand, seven hundred forty and 83/100 dollars ($61,740.83), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred ninety-seven thousand, three hundred fifty-nine and 25/100 dollars ($197,359.25), the approved total estimated cost of Section C of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 2nd day of April, 1931, and the Secretary of Agriculture on the 12th

day of May, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By M A Lynch
Member, State Highway Commission

By C K Spaulding
Member, State Highway Commission

amz R. W. Dunlap
Acting Secretary of Agriculture

Oregon Emergency Federal Aid Project No. 144, Section C.

TUP

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between **survey station 0+00 at the Lincoln-Lane Counties Line, and survey station 151+47.5 at the south end of the Yachats River Bridge near the south end of Section A of said project,** locally known as **the Yachats-Lane County Line Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County,** and designated in the records of this Department as **Emergency Federal Aid Section C of** Project No. **144,/**, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **197,359.25 in lieu of the $52,665.24 approved by Certificate of March 3, 1930,** as the total estimated cost ~~of said~~ **Section C of** project, and the sum of $ **61,740.83/** as the share of the United States, payable under said acts on account of **Section C of** such project, which does not exceed **the/ authorized Federal pro rata share** ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 12th day of May one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting *Secretary of Agriculture.*

Government Printing Office 8—4939

PR 144C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 11, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The estimate dated January 17 is today being recommended for approval as the basis of agreement for Oregon Federal Aid Project No. 144-C, Yachats-Lane County Line section of the Roosevelt Coast Highway.

The rock and sand items for the Chasm Bridge are satisfactory for participation for Federal Aid payments but not for Emergency payments. In vouchering, these items should accordingly be listed separately to show the Federal Aid and Emergency payments.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

F.R 144C

March 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Yachats-Lane County Line Section, Project No. 144-C.

With reference to the item of sand which is being furnished to the contractor by the State for use in constructing the Chasm Bridge on this project, three copies of a letter agreement covering the purchase of this material are likewise being enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.
encl.

Oregon State Highway Department Emergency Project No. 144-C

YACHATS-LANE COUNTY LINE SECTION OF THE

ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, March 3rd, 1931.

Roadway

All Required	Clearing and Grubbing		$ 7,000.00
65,000 cu. yds.	Common Excavation	$0.32	20,800.00
158,000 cu. yds.	Solid Rock Excavation	0.64	101,120.00
200,000 yd. Stas.	Overhaul	0.02	4,000.00
55,000 yd. mis.	Truck Haul	0.25	13,750.00
420 cu. yds.	Class "A" Concrete	27.00	11,340.00
45,000 lbs.	Metal Reinforcement	0.05	2,250.00
20 cu. yds.	Riprap	3.00	60.00
800 lin. ft.	12" Concrete Pipe	1.50	1,200.00
350 " "	18" Concrete Pipe	2.75	962.50
100 lin. ft.	24" Concrete Pipe	4.00	400.00
	Sub-total		$162,882.50
	10% Engr. & Cont.		16,288.25
	Total (Roadway)		$179,170.75

Length of Project, including structure 2.850 miles
" " Chasm Bridge 159 feet .030 "
" " Project, excluding structure 2.820 "
Cost per mile $63,535.72

Chasm Bridge (Sta. 4+20.5 to Sta. 5+79.5)

195 cu. yds.	Excavation	$4.00	$ 780.00
375 cu. yds.	Class "A" Concrete	17.00	6,375.00
150 cu. yds.	" "D" "	17.00	2,550.00
96,000 lbs.	Metal Reinforcement	.045	4,320.00
330 lin. ft.	Concrete Handrail	4.00	1,320.00
500 cu. yds.	Rock Aggregate (State Contr. 1197)	1.70	850.00
170 cu. yds.	Sand (State Purchased Material)	2.00	340.00
	Sub-total		$ 16,535.00
	10% Engr. & Cont.		1,653.50
	Total		$ 18,188.50

Percentage of bridge complete on Sept. 1, 1931 100%

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Roadway	$179,170.75	$52,646.58 (29.3834%)	- -	$126,524.17
Bridge	18,188.50	5,456.55 (30%)	$10,003.67 (55%)	2,728.28
	$197,359.25	$58,103.13	$10,003.67	$129,252.45

State funds for Construction: Chapter 173, Laws 1917; Chapter 31, Laws 1920

State funds for Maintenance: Chapter 41, Laws 1920.

Half Viaduct at Cape Perpetua (Non-participating)

30 cu. yds.	Excavation	$4.00	$ 120.00
35 " "	Class "A" Concrete	17.00	595.00
50 " "	Class "B" Concrete	17.00	850.00
14,000 lbs.	Metal Reinforcement	.045	630.00
77 lin. ft.	Stone Handrail	3.00	231.00
			$ 2,426.00

[illegible] 500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
STATE OFFICE BUILDING
SALEM

January 15, 1931

Mr. C. C. Reynolds,
Yachats,
Oregon.

Dear Sir:

This letter is to accept your quotation of $2.00 per cubic yard for sand, to be delivered as follows:

80 cubic yards to the bridge site at Cape Perpetua, and

170 cubic yards to the bridge site about 500' north of the county line.

It is understood that this material is to come from the bar about one mile north of Yachats, and that it will all be delivered to the bridge sites, as stated above, not later than February 1, 1931.

Very truly yours,

C. B. McCullough,
Bridge Engineer.

By

W. A. Reeves,
Office Engineer.

WAR:AJ
cc Peterson

Yachats, Oregon.
January 12, 1931.

Oregon State Highway Commission,
Bridge Department,
Salem, Oregon.

Attention of Mr. C. B. McCullough.

Gentlemen:

I hereby agree to furnish sand from the bar about one mile north of Yachats for the bridge about 500' north of the county line and for the bridge at Cape Perpetua at the price of Two and no/100 ($2.00) Dollars per cubic yard delivered.

This sand is to be delivered as follows:

30 cubic yards to the bridge at the Cape, and

170 cubic yards to the bridge 500' north of the county line,

all of this material to be delivered not later than February 1, 1931.

Very truly yours,

(Signed) C. C. Reynolds.

PR 144C

February 5, 1931

Tom Lillebo
Reedsport, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge at Cape Perpetua & Chasm on the Roosevelt Coast Highway in Lincoln County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

Enc.

PR 144-C

Jun. 12, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate to accompany the plans for the structures on the Yachats-Lane County Line Section, Project No. 144-C. Under separate cover, we are sending five blueprint copies of Sheet No. 2 of the roadway plans which has been revised to include the structure quantities.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 144-C

YACHATS-LANE COUNTY LINE SECTION

OF THE ROOSEVELT COAST HIGHWAY IN LINCOLN COUNTY

(Estimate with plans for structures. Not as basis for modified agreement.)

Salem, Oregon, January 9, 1931.

Copy

Roadway

All Required	Clearing and Grubbing		$ 7,000.00
65,000 cu. yds.	Common Excavation	$0.32	20,800.00
158,000 cu. yds.	Solid Rock Excavation	0.64	101,120.00
200,000 yd. stas.	Overhaul	0.02	4,000.00
55,000 yd. mi.	Truck Haul	0.25	13,750.00
420 cu. yds.	Class "A" Concrete	27.00	11,340.00
45,000 lbs.	Metal Reinforcement	0.05	2,250.00
20 cu. yds.	Rip Rap	3.00	60.00
800 lin. ft.	12" Concrete Pipe	1.50	1,200.00
350 lin. ft.	18" Concrete Pipe	2.75	962.50
100 lin. ft.	24" Concrete Pipe	4.00	400.00
		Sub-total	$162,882.50
		10% Engr. & Cont.	16,288.25
		Total (Roadway)	$179,170.75

Length of Project, including structure	2.850 miles
Length of Chasm Bridge 159 feet	.030 miles
Length of Project, excluding structure	2.820 miles

Cost per mile $63,535.72

Chasm Bridge. (Sta. 4/20.5 - Sta. 5/79.5)

195 cu. yds.	Excavation	4.	5.00	$ 975.00
375 cu. yds.	Class "A" Concrete	17.	20.00	7,500.00
150 cu. yds.	Class "D" Concrete	17.	20.00	3,000.00
96,000 lbs.	Metal Reinforcement	.045	.05	4,800.00
330 lin. ft.	Concrete Handrail	"	5.00	1,650.00
500 cu. yds.	Rock Aggregate (State Contr. 1197)		1.70	850.00
250 cu. yds.	Sand (State purchased material)		2.00	500.00
		Sub-total		$19,275.00
		10% Engr. & Cont.		1,927.50
		Total		$21,202.50

SUMMARY

Item	Total Cost	Federal Aid Funds	Gov't. Emergency Funds	State Funds
Roadway	$179,170.75	$52,646.58 (29.383%)	$ - -	$126,524.17
Chase Dr.	21,202.50	13,194.31 (62.23%)	8,008.19	- -
Totals	$ 200,373.25	$65,840.89	$ 8,008.19	$126,524.17

Half Viaduct at Cape Perpetua (Non-Participating)

30 cu. yds.	Excavation	$5.00	$ 150.00
35 cu. yds.	Class "A" Concrete	20.00	700.00
50 cu. yds.	Class "B" Concrete	20.00	1,000.00
14,000 lbs.	Metal Reinforcement	0.05	700.00
77 lin. ft.	Stone Handrail	6.00	462.00
			$ 3,012.00

PR 144C

January 5, 1951

21 PJ

Wren & Greenough
1025 Chamber of Commerce Building
Portland, Oregon

Attention Mr. Wren

Gentlemen:

Following your call Saturday, I have discussed with Mr. E. A. Collier, Division Engineer, the final estimate on the Yachats-Lane County Line Section of the Roosevelt Coast Highway, contract No. 1140, and this letter is written to cover the various points which were mentioned in your discussion of the project.

You express some disappointment that the final estimate did not total the amount of the contract. A comparison of the location estimate quantities and the final contract quantities is shown below:

		Total Net Quantities	Allow for Slides, O.B., Extra Drainage, etc.	Preliminary Estimate Grand Total	Final Construction Quantities
Clearing and Grubbing	All			All Req.	100%
Common Excavation	Cu. Yds.	56,615	8,385	65,000	65,546.1
Solid Rock Excavation	Cu. Yds.	137,656	20,344	158,000	145,278.7
Overhaul	C.Y.Sta.	177,670	22,330	200,000	212,876
Truck Haul	Yd. Mis.	47,365	7,635	55,000	29,556.6
Class "A" Concrete	Cu. Yds.	413.6	6.4	420	365.78
Metal Reinforcement	Lbs.	44,955	45	45,000	64,554.94
Rip Rap	Cu. Yds.	20		20	8
12" Concrete Pipe	Lin. Ft.	691	109	800	711
18" Concrete Pipe	Lin. Ft.	315	35	350	477
24" Concrete Pipe	Lin. Ft.	96	4	100	87
6" Porous Drain Tile	Lin. Ft.				450
Rock Backfill	Cu. Yds.				80
Cement Rubble Masonry	Cu. Yds.				162.45

It will be noted that the allowance for slides and overbreak for common and solid excavation, overhaul and truck haul was 15% instead of the customary 10%. The larger figure was used because of the rugged nature of the country traversed which indicated the possibility of large slides or overbreak, which, however, did not materialize. There were some slides and considerable overbreak, and a few places where you took out extra material for your own convenience, which, however, was placed in the fills.

In the final estimate I find that you have been allowed all of the quantities which were moved. [illegible]

The common excavation yardate in the final estimate is about 29,000 yards more than the net quantities shown on the location profile and 20,000 yards in excess of the contract quantity. The solid rock yardage is 7500 cubic yards more than the total net quantities on the location profile, but 13,000 yards under the contract quantities, which included an allowance for slides, etc.

Although there was a considerable overbreak of solid rock, this was offset by the fact that the cut at Station 18 - 25 (sand cut) had been classified on the location profile as 50% solid rock. This cut had 30,000 yards in it with 15,000 yards estimated as solid rock, which, when swelled by 15% allowance, made 17,250 cubic yards of solid estimated in this cut, none of which developed as the cut was sand all the way to the bottom. On the rest of the job, the classification on the location profiles was quite close to that found during construction.

Mr. Collier tells me that he made an examination of the classification of this job on November 5 in company with Mr. Carl Peterson and your superintendent, Mr. Sullivan. Each cut was discussed as it was examined. Mr. Collier advises that he was inclined to be quite liberal in making this classification and that in several cuts of mixed material he raised the classification above that estimated by the resident engineer in order to give the contractor the benefit of any doubt. It is noted that the cuts from Stations 5 to 7, 29+75 to 31+65, 44 to 51, 54+50 to 64+25, 68+25 to 70+26, 90 to 91+85 are estimated as being 100% solid rock. The cut from Station 37+25 to 44 was estimated at 70% solid rock. This is largely a cemented talus, much of which the contractor dug without shooting, but it was rather hard digging.

I checked up also the matter of decrease in the amount of truck haul which you mentioned, and I find this to be the fact: The location estimate showed 17,240 yard miles of truck haul in the quantity summary for the third mile. This was entirely in error as the profile shows no truck haul on this section, which is the first mile south of the Yachats bridge. Therefore, the reduction in truck haul on the final estimate over the contract quantities is due to an error in the original quantities and also in some measure to the fact that a larger yardage was taken out of the cut at Station 35 and hauled to Cape Creek than was estimated, which cut down the amount of truck haul from the Cape to this fill. There was, however, a small amount of yardage hauled into the third mile sfrom Station 38 for subsurfacing, which has been allowed. The truck haul item alone in the third mile, at your bid figures, will closely approximate the difference between the contract amount and the final estimate.

On reviewing the whole situation, I find that the work has been very carefully measured up, that all of the computations have been checked in this office and that the whole project has been liberally classified. Also that you have been allowed for all material moved, despite the fact that some extra material was handled to facilitate your construction operations. Moreover, in one case a small rock wall was paid for which under a strict interpretation would have been part of your obligation.

I appreciate the fact that you have done a good job for the State and have handled the work expeditiously. I regret that losses have occurred, but find that all of the work done has been paid for at the unit prices bid and, therefore, can not see any reason for opening up the final estimate, nor can I find any justification for increasing the final quantities.

Very truly yours,

State Highway Engineer

RAK:HI

VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
[redacted]
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

January 5, 1931

Mr. Roy A. Klein
Office

File 21 PJ

Dear Sir:

The Yachats-Lane County Line Section of the Roosevelt Coast Highway, contract #1140, by Wren and Greenough, has been completed. A comparison of the location estimate quantities with the final construction quantities is shown below.

		Total Net Quantities.	Allow for Slides, O.B.,Extra Drainage,etc.	Preliminary Estimate Grand Total	Final Construction Quantities
Clearing and Grubbing	All			All Req.	100%
Common Excavation	Cu. Yds.	56,613	8,387	65,000	85,546.1
Solid Rock Excavation	Cu. Yds.	137,656	20,344	158,000	145,278.7
Overhaul	C.Y.Sta.	177,670	22,330	200,000	212,876
Truck Haul	Yd. Mis.	47,365	7,635	55,000	29,556.6
Class "A" Concrete	Cu. Yds.	413.6	6.4	420	365.78
Metal Reinforcement	Lbs.	44,955	45	45,000	64,534.94
Rip Rap	Cu. Yds.	20		20	8
12" Concrete Pipe	Lin. Ft.	691	109	800	711
18" Concrete Pipe	Lin. Ft.	315	35	350	477
24" Concrete Pipe	Lin. Ft.	96	4	100	87
6" Porous Drain Tile	Lin. Ft.				430
Rock Backfill	Cu. Yds.				80
Cement Rubble Masonry	Cu. Yds.				162.45

It should be noted that the allowance for slides and overbreak for common and solid excavation, overhaul and truck haul was 15% instead of the customary 10%. The larger per cent was used because the very rugged nature of the country traversed indicated the possibility of large slides or overbreaks which, however, did not materialize.

There were some slides and considerable overbreak, and a few places where the contractor took out extra material for his own convenience which, however, was placed in the fills. In the final estimate the contractor has been allowed all of the quantities moved. The comon excavation yardage in the final estimate is about 29,000 yards more than the net quantities shown on the location profile, and 20,000 yards in excess of the contract quantity. The solid rock yardage is 7,500 yards more than the total net quantities on the location profile, and 13,000 yards under the contract quantities, which included allowance for slides.

Although there was a considerable overbreak of solid, this was offset by the fact that the cut at Station 18 - 25 had been classified on the location profile as 50% solid. This cut had 30,000 yards in it and the estimated 15,000 yards of solid, when swelled by 15% allowance, made 17,250 yards of solid estimated in this cut, none of which developed as the cut was sand clear to the bottom. On the rest of the job classification on the location profile was quite close to that found during construction.

The contractors completed this job on time in good shape, doing a difficult job without grumbling and probably at a loss, so that in making an examination of the classification with the contractors' superintendent, Mr. Sullivan and Engineer Carl Peterson on November 5, 1930, a liberal attitude was taken by me and the classification in several cuts of mixed material raised above that estimated by the resident engineer. The cuts from Stations 3 to 7, 29+75 to 31+65, 44 to 51, 54+50 to 64+25, 68+25 to 70+26, 90 to 91+85 are estimated at 100% solid rock. The cut from Station 37+25 to 44 was estimated at 70% solid rock. This is largely a cemented talus, much of which the contractor dug without shooting, but it was rather hard digging.

The location estimate showed 17,240 yard miles of truck haul in the third mile. This was entirely in error as the profile shows no truck haul on this section, which is the first mile south of the Yachats bridge. Therefore, the reduction in truck haul on the final estimate over the contract quantities is due to the error in the original quantities, and in some measure, to the fact that a larger yardage was taken out of the cut at Station 35 and hauled to Cape Creek than was estimated, which cut down the amount of truck haul from the Cape to this fill. During construction, 896 yards of rock were hauled from Station 36 and used as sub-base from Station 122 to 150. This was a dice rock, placed 6 inches deep, 24 feet wide, on which there was some hand labor breaking rock and shaping roadbed.

The contractors' bid on this job was $162,882.50. The amount earned under this contract is $156,975.45. This reduction is primarily due to the over-estimate of truck haul in the contract quantities, there being a reduction of over $6,000 in this item from the contract quantities to the final estimate. I feel that a liberal classification by any other engineer would not result in an increase of classification; and classification is the only item where the contractors' estimate could be increased without arbitrarily giving them quantities not performed.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF

Form 39—E-16702—3M—5-30.

11 144

O O N STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Nov 15th, 1930

Job name Yachats - Lane Co Line Grading

Week from Nov 8th to Nov 15

Mail address Waldport

Highway Roosevelt - Coast

Telegraph or telephone address "

County Lincoln Job prefix 21PJ

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Final Records of this job were completed and sent to Salem to-day

RECEIVED
NOV 17 1930
DIVI

NOTED
E. A. COLLIER

(See back of this sheet for instructions and detailed information.)

Signed Carl A Peterson

Title Res Engr

GRADING CONST N

Total miles of grading in project 2.85

Miles completed 2.85

Miles completed except finishing —

Total cubic yards in project 230942

Cubic yards moved to date 230942

Miles covered by contractor's forces —

Miles cross-sectioned 2.85

Miles cross-sections completed and checked 2.85

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week — *men,*

— *teams,* — *steam shovels*

Grading work will be completed about Oct 26th 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 21 PJ *Percentage* 70%
2. 21 PM *Percentage* 30%
3. .... *Percentage* ....
4. .... *Percentage* ....

Form 39—E-16702—3M—5-30.

O N STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

Date ~~10-25~~ 11-1, 1930

Job name Yachats - Lane Co. Line
Grading

Week from 10-25 to 11-1

Highway Roosevelt - Coast

Mail address Waldport, Ore.

Telegraph or telephone address " "

County Lincoln Job prefix 21PJ

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor finished the grading of this section and has moved all of his equipment off the job.

Final estimate will be completed in about 10 days.

Engr Crew plotting and computing X sections

NOTED
E. A. COLLIER

(See back of this sheet for instructions and detailed information.)

Signed Carl A [illegible]

Title Res Engr

LR 144 C

GRADING CONSTRUCTION

Total miles of grading in project 2.85
Miles completed 2.85
Miles completed except finishing 0
Total cubic yards in project 228000
Cubic yards moved to date 228000
Miles covered by contractor's forces 1/4
Miles cross-sectioned 2.85
Miles cross-sections completed and checked 2.85
Miles to be remeasured 0
Number men in Engineering Party 3
Contractor's average force for week 6 men,
teams, — steam shovels
Grading work will be completed about Oct 27-193

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project
Miles completed
Miles partially done
Total cubic yards in project
Cubic yards produced to date
Average daily yardage produced this week
Average daily yardage necessary to complete on time
Contractor's average force for week men,
teams, trucks
Project will be completed about
Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week men,
teams, trucks
Job will be completed about
Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 21 PJ Percentage 80%
2. 21 PM Percentage 20%
3. Percentage
4. Percentage

PR144C

Swift & Company
North Portland
Oregon

March 25, 1930

Swift & Company
North Portland, Oregon

Attention: Credit Department

Gentlemen:

Replying to your inquiry of the 24th instant concerning a certain contract recently awarded by the State Highway Commission to Wren & Greenough near Yachats wish to say that this is State Highway contract no. 1140 and is for the grading of the Yachats-Lane County Line Section of the Roosevelt Coast Highway in Lincoln County consisting of 2.85 miles of grading work.

The contract was awarded by the Highway Commission on December 12, 1929 and the estimated date of completion is October 31, 1930. The bond furnished in connection with this contract is in the sum of $31,441.25 and was written by the United States Fidelity & Guaranty Company, for whom Walter F. Kline is the local agent, with offices in the Porter Building, Portland, Oregon.

This bond is offered as protection for labor and material claims and the payment of all just debts, dues and demands incurred against the project.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

Company
North Portland
Oregon

March 24, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Wren & Greenough,
Portland, Ore.

The above is requesting credit of approximately five hundred dollars on monthly terms. They advise they have a road contract from Yachats to the County line south of Yachats.

Will you kindly give us the details of this contract, and advise whether their bond protects merchandise creditors?

Yours respectfully,
SWIFT & COMPANY

Pm

AM
Credit Dept.
Enc.

ANSWERED
H. B. G.

PR144C

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P.144-C

Post Office Building
Portland, Oregon.

March 14, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By A.H. Benedict
A.H.Benedict
Asst. Highway Engineer.

Fon

Appr 6567

Form P. R. 2

State Oregon

Project No. 144, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of February, 1930 by and between **the State Highway Commission of Oregon**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **13th** day of **December**, 19**28**, a project statement, which was approved by the Secretary on the **14th** day of **January**, 19**29**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for **Section C of** said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the **7th** day of **December** 19**29**, and approved by the Secretary on the 3rd day of March, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of **fifty-two thousand, six hundred sixty-five and 24/100** dollars ($**52,665.24**) as the share of the United States payable under said act on account of **Section C of** said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the

of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State **Chap. 175, Laws of 1917; Chap. 31, Laws of 1921.**
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ________ of ________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________
(State how placed under direct control of Highway Department)

*(*c*) ________

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between **survey station 0+00 at the Lincoln-Lane Counties Line, and survey station 151+47.5 at the south end of the Yachats River Bridge near the south end of Section A of said project (excepting therefrom that portion between survey stations 4+25 and 5+80)** terminal points, a distance of **2.821** miles, known locally as **the Yachats-Lane County Section of the Roosevelt Coast Highway between Coos Bay and Nebo, Lincoln County, being Section C of Oregon Federal Aid Project No. 144.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(c) It is mutually agreed that the existing structure across the Yachats River at the north end of said project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that if in the judgment of the Secretary or his authorized agents, such structure requires repairs or reconstruction, it will be repaired or reconstructed; and new structures between survey stations 4+25 and 5+80 and stations 58+70 and 59+40, respectively, not included in such plans and specifications, will be constructed; by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary of Agriculture or his authorized agents. No Federal Aid shall be paid under this agreement for said repairs, reconstruction or new construction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of fifty-two thousand, six hundred sixty-five and 24/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-nine thousand, one hundred seventy and 75/100 dollars, the approved total estimated cost of Section C of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....~~

~~(State or county) (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer**

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 3rd day of March, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By ______________________________
Member, State Highway Commission
(Title of officer)

By ______________________________
____
(Title of officer)

By ______________________________
____
(Title of officer)

[SEAL]

R. W. Dunlap
Acting *Secretary of Agriculture.*
R.D.

8—5518

9

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ______________________________
____
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said

STRICKEN OUT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+00 at the Lincoln-Lane Counties Line, and survey station 151+47.5 at the south end of the Yachats River Bridge near the south end of Section A of said project (excepting therefrom that portion between survey stations 4+25 and 5+80), locally known as the Yachats-Lane County Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Lincoln County, and designated in the records of this Department as Section C of Project No. 144, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $179,170.75 as the total estimated cost of Section C of said project, and the sum of $52,665.24 as the share of the United States, payable under said acts on account of Section C of such project, which does not exceed the authorized Federal pro rata share ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 3rd day of March one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.
RBB

GOVERNMENT PRINTING OFFICE [illegible]

Form 29—D14454—2500—11-29

PR 144C

[illegible]GON STATE HIGHWAY DEPART[illegible]NT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 19th, 1930

Job name Yachats-Lane Co Line Grading

Week from Jan 11th **to** Jan 18th

Mail address Waldport Ore

Highway Roosevelt-Coast

Telegraph or telephone address " "

County Lincoln **Job prefix** 21PJ

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor sub-let the Clearing to a gang of 8 men that started Clearing this week.

The box culverts were sub-let to Jolson and he is moving some of his equipment in.

Engr crew cross-sectioned this week

(See back of this sheet for instructions and detailed information.)

Signed Carl A Peterson

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project 285

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 223000

Cubic yards moved to date 0

Miles covered by contractor's forces 1

Miles cross-sectioned 1/5

Miles cross-sections completed and checked 0

Miles to be remeasured 285

Number men in Engineering Party 4

Contractor's average force for week 9 *men,*

— *teams,* — *steam shovels*

Grading work will be completed about Oct 31st 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 144C

January 14, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Yachats-Lane County Line Section of the Roosevelt Coast Highway, Oregon Project No. 144-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Encls.

Oregon State Highway Department Project No. 144-C

YACHATS-LANE COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, January 14, 1930.

Roadway:

All Required		Clearing and Grubbing		$ 7,000.00
65,000	cu.yds	Common Excavation	.32	20,800.00
158,000	cu.yds	Solid Rock Excavation	.64	101,120.00
200,000	yd.sta.	Overhaul	.02	4,000.00
55,000	yd.mi.	Truck Haul	.25	13,750.00
420	cu.yds	Cl. "A" Concrete	27.00	11,340.00
45,000	lbs	Metal Reinforcement	.05	2,250.00
20	cu.yds	Rip Rap	3.00	60.00
800	lin.ft	12" Concrete Pipe	1.50	1,200.00
350	lin.ft	18" Concrete Pipe	2.75	962.50
100	lin.ft	24" Concrete Pipe	4.00	400.00
		Sub-total		$162,882.50
		10% Engr. & Cont.		16,288.25
		Total		$179,170.75

Length of Project (including structure)		2.850 miles
Length of one structure	155 ft.	.029 miles
Length of project (excluding structure)		2.821 miles

Cost per mile $ 63,513.20

State Funds Available	$ 126,505.51
Federal Aid Requested	52,665.24
	$ 179,170.75

State Funds for Construction - Chapter 175, Laws 1917; Chapter 21, Laws 1921

State funds for Maintenance - Chapter 41, Laws 1927.

PR 144C

January 7, 1930

Wren & Greenough
1025 Chamber of Commerce Building
Portland, Oregon

Gentlemen:

Herewith, for your records and files, is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Yachats-Lane County Line Section of the Roosevelt Coast Highway in Lincoln County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

S
Enc

Form 39—D-12237—4M—4-20.

PR 144c

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 5th 1920

Job name Yachats - Lane Co Line

Grading

Highway Roosevelt - Coast

County Lincoln Job prefix 21 P.I.

Week from Dec 28th to Jan 4th

Mail address Waldport, Ore

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Actual work has not started on this section as yet.

Several parties has been over section looking over Clearing and Culvert Construction.

Engr crew made Revision and rebalanced quantities Station 90 to 110

RECEIVED
JAN 1920

(See back of this sheet for instructions and detailed information)

Signed Carl A Peterson

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.85

Miles completed 0

Miles completed except finishing 0

Total cubic yards in project 223,000

Cubic yards moved to date 0

Miles covered by contractor's forces 0

Miles cross-sectioned 0

Miles cross-sections completed and checked 0

Miles to be remeasured 2.85

Number men in Engineering Party 4

Contractor's average force for week 0 *men,*

0 *teams,* 0 *steam shovels*

Grading work will be completed about Oct 31-1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR144C

November 21, [illegible].

Eugene Concrete Pipe Co.,
Eugene, Oregon.

Attention Mr. Edward A. Hall

Gentlemen:

Reference is made to your letter of November 19, requesting information as to the quantity of culvert pipe required for the Yachats-Lane County Line Section of the Roosevelt Coast Highway.

The drainage details in connection with this project have not yet been finally determined upon, but from the information which we have at hand, it appears that the quantities of culvert pipe will be approximately as follows:

12" - 650 lin.ft
18" - 300 lin.ft
24" - 100 lin.ft

You might be interested in knowing that the quantities of culvert pipe required for the proposed Ranger Station-Bryant Hill Section of the Santiam Highway are as follows:

12" - 310 lin.ft
18" - 570 lin.ft
24" - 130 lin.ft

Bids for both of the projects above mentioned are to be received on December 12.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PHONE 903

IVAN H. WARE, SECRETARY
[illegible]
BRUCE B. BRUNDAGE, TREASURER

EUGENE
CONCRETE PIPE COMPANY
INC.

HIGHWAY CULVERT PIPE
SEWER PIPE, DRAIN PIPE
IRRIGATION AND WATER PIPE

McINTYRE HOLLOW WALL TILE
SHOPE FACE BRICK BLOCK
VAULT AND SEPTIC TANKS

ESTABLISHED 1918
CONCRETE PRODUCTS OF MERIT

EUGENE, OREGON

November 19th, 19[illegible].

Mr. C.I. Probert, Engineer.
Oregon State Highway Comm.
Salem, Ore.

Dear Mr. Probert :

We would like very much to have a summary of the various sizes of culvert pipe required on the Yachats-County line sec. of the Roosevelt Coast Highway which it is proposed to let at the next meeting.

Thanking you for this favor, we are,

Very truly yours,

Eugene Concrete Pipe Co.,

Howard G. Hall.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CAUSES BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ADDRESS COMMUNICATIONS TO THE COMPANY

PR 144C

November 27, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Enclosed herewith are six copies of estimate accompanying plans and five sets of special provisions for the Yachats-Lane County Line Section, Project 144-C.

Five sets of blue print plans and one set of original cross-sections for this project are being sent under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWM:AP
Encls.

Oregon State Highway Department Project No. 144-C

YACHATS-LANE COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, November 27, 1923.

Summary:

All Required	Clearing and Grubbing		$ 7,000.00
65,000 cu.yds	Common Excavation	.35	22,750.00
158,000 cu.yds	Solid Rock Excavation	.80	126,400.00
200,000 yd.sta.	Overhaul	.03	6,000.00
55,000 yd.mi	Truck Haul	.20	11,000.00
800 lin.ft	12" Culvert Pipe	1.50	1,200.00
350 lin.ft	18" Culvert Pipe	2.50	875.00
100 lin.ft	24" Culvert Pipe	3.50	350.00
420 cu.yds	Class "A" Concrete	25.00	10,500.00
45,000 lbs	Metal Reinforcement	.06	2,700.00
20 cu.yds	Rip Rap	5.00	100.00
	Sub-total		$188,875.00
	10% Engr. & Cont.		18,887.50
	Total		$207,762.50

Length of Project (including structures) 2.850 miles
Length of two structures, 225 ft. .043 miles
Length of Project (excluding structures) 2.807 miles

Cost per mile (excluding structures) $ 74,015.85

State Funds Available	$ 155,358.62	
Federal Aid Requested (2.807 Mi. at $18,669)	52,403.88	(25.22297+%)
	$ 207,762.50	

52,605.34

CONTRACT#1142,

PR 131-B Bridge over Rogue River at Grants Pass 1929

1142

#1142

Josephine Co

PR 131A

Union Indemnity Company

A DIVISION OF INSURANCE SECURITIES COMPANY, INC.

Union Indemnity Building, New Orleans

HANSEN & ROWLAND, INC.

GENERAL AGENTS

WASHINGTON, OREGON, IDAHO, ALASKA

WASHINGTON BLDG., TACOMA, WASH.

IRVING L. WEBSTER & CO.

RESIDENT AGENT

70 FOURTH STREET

RECEIVED
MAR 28 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, OREGON

March 26, 1932

State Highway Commission
Salem, Oregon

Dear Sirs:

Under date of March 12th you wrote us relative to the account of $1.25 due from J. K. Holt to the Electrical Welding Works of Roseburg. We wrote to Mr. Holt under date of March 14th and the Electrical Welding Works under date of March 16th. Mr. Holt has called in our office and given in our custody his cancelled check #493 in full settlement. This check was endorsed by the Electrical Welding Works by Mrs. B. N. Barnett. We are writing to the Electrical Welding Works under date of March 26th informing them of these records and unless we hear from them within ten days we are considering the matter closed.

Yours truly,

IRVING L. WEBSTER & CO., INC.

By: Hammer
Manager

DC:DH

#1142

[illegible]

PF 131B

March 12, 1932

Electric Welding Works,
605 K St.,
Grants Pass, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your statement against J. K. Holt, same being in the sum of $1.25 for welding work performed for Mr. Holt in connection with his contract for the construction of the bridge over Rogue River at Grants Pass, which statement you have forwarded to this office for collection.

In connection with Oregon state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims incurred against the project. This Department cannot collect your bill against Mr. Holt, but we offer for your protection the bond furnished by him in connection with this work, which bond was written by Union Indemnity Company, for whom Irving L. Webster & Co., are agents, with offices in the Failing Building, Portland.

It is suggested that you take the matter up with the bonding company and also file notice of your claim with the Secretary of State, if you so desire. A mimeographed copy of the law providing for the filing of claims against contractors on public work is enclosed for your information.

Further in connection with this matter, I wish to advise that we are today calling this matter to the attention of Mr. Hold and the bonding company, in accordance with our usual practice. We trust that this may assist you in securing a satisfactory settlement.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HsG:AJ

March 12, 1932

Union Indemnity Company,
Irving L. Webster & Co., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received information from Electric Welding Works that they have a claim against John Holt, in the sum of $1.25, for welding work performed for him in connection with the state highway contract that was awarded to Mr. Holt for the construction of the Rogue River at Grants Pass on the Pacific Highway in Josephine County.

This information is transmitted to you as you appear as surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc John K. Holt,
Salem, Ore.

#1142
17RE

PR-121-B

…s, Oregon March Ist 32 193

In Account With

ELECTRIC WELDING WORKS

B. N. Barnett, Prop.

Welding

605 K STREET

		Balance Due (April I93I)	$I.25			

The above amount is for welding Mr. Holt had done while constructing the Rogue River Bridge in Grants Pass. Mr. Holt refused to pay same, therefore I am sending it to you for collection.

RECEIVED
MAR 1 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
EARL A. SMITH

1932

way Contract No.
er on the Pacific
have completed
settlement will
k done under

claims for labor
ubbing, done on
and remaining
ecause no comple-

Appear as surety
kindly acknowledge

that the total
ith this contract
. Of this amount

MISSION,

Secretary.

Dict. by J. McFarland.

#1142
17PF

June 1, 1931

PR-131-B

Union Indemnity Company,
Irving L. Webster & Co. Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1142 for the construction a bridge over Rogue River on the Pacific Highway in Josephine County at Grants Pass, has been completed by the contractor, John K. Holt, and that final settlement will be made by the State with said contractor for work done under said contract on or after June 11th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfed, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice isserved upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $114,805.88, including the final payment. Of this amount $1,884.95, was for force account work.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dist. by J. McFarland.

PR131B

February 24, 1931

Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Grants Pass, Oregon

Dear Sir:

Albert Skelton and Mr. McCullough were in the office this afternoon discussing the street connection at the north end of the Rogue River bridge at Grants Pass. Mr. Skelton advised that the pavement had been completed and he was now placing the sidewalk on the east side of the street.

We discussed the treatment which should be given to the curb and sidewalk in finishing the west side of the street and it seemed that the best layout would be to finish it up symetrically with the east side which would mean moving over the curb and sidewalk into the area now occupied by the present pavement. Provision, of course, should be made for driveways into the property.

It would seem that it would be desirable to do this work at this time and finish up the job while Skelton has a crew there. Therefore, unless you have some objection of which I am not advised, I think it would be well to proceed with this work at once. You should, of course, submit a betterment order to cover, following our usual practice.

Very truly yours,

State Highway Engineer

RAK:HT

cc C. B. McCullough

PR 131 B

January 29, 1931

Mr. James G. Bromley, Chief Bighorn
The Oregon Cavemen, Inc.
Grants Pass, Oregon

Dear Sir:

Your letter of the 31st ultimo addressed to Mr. C. B. McCullough, Bridge Engineer of the State Highway Commission, regarding the placing of a marker on the new bridge over the Rogue River at Grants Pass which would in some manner call the attention of the public to your organization, was presented to the State Highway Commission at its meeting on January 15th.

I was instructed by the Commission to inform you that the present policy of the Commission as regards name plates on bridges has been in force for a good many years and the Commission prefers not to change this policy at the present since it would establish a precedent which could not be overlooked and might cause considerable embarrassment in passing on similar cases in the future.

We trust that you will appreciate the attitude of the Commission in this matter.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

Salem, Oregon
January 2, 1931.

Mr. H. B. Glaisyer
Secretary
State Highway Commission

Dear Sir:

Herewith letter from the Chief Bighorn of the Oregon Cavemen, Incorporated, together with my reply which is self-explanatory.

As soon as I receive further word from Mr. Bromley, I will be glad to refer the same to you.

Very truly yours,

C. B. McCullough
Bridge Engineer

CBM:AP
Enclosure

S. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
STATE OFFICE BUILDING
SALEM

January 2, 1931.

Mr. J. G. Bromley,
Chief Bighorn,
The Oregon Cavemen, Inc.,
Grants Pass, Oregon.

Dear Jim:

Receipt is acknowledged of your letter of December 31, in reference to the placing of bronze plates on the Grants Pass Bridge.

The matter of the placement of all inscriptions on bridge structures is one over which this department has no jurisdiction, the same having been handled in times past by the Highway Commission.

I am therefore transmitting your request to Mr. H. B. Glaisyer, Secretary of the Highway Commission, who will doubtless take the matter up with the Commission at the next meeting. In the meantime, I would be very glad if you would send me a small sketch indicating just what you would like in the way of an inscription of this kind (the size of the tablet and the wording).

Very truly yours,

C. B. McCullough
Bridge Engineer

CBM:AP
CC Mr. H. B. Glaisyer

The Oregon Cavemen, Inc.
Grants Pass, Oregon

December 31,1930.

JAN 2 1931

Mr. C.B. McCullough, Bridge Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I am writing you regarding the usual bronze plate placed on all State Highway bridges, and particularly the one to be placed on the bridge over the Rogue River at Grants Pass.

It is the wish of the "Oregon Cavemen" that a distinctive marker be placed in corporating a message to the world advising all that the Domain of the Oregon Cavemen is at hand.

The Cavemen are anxious that something be done about this matter, and would appreciate any suggestions you may have.

If the proposal has merit in your judgment, I shall be pleased to advise our Executive Committee that an appropriate symbol, or slogan be made, and submitted for the approval of yourself and the Highway Commission.

Yours truly,

Oregon Cavemen Inc.,

By James G. Bromley.

James G. Bromley, Chief Bighorn.

HIS

MARK.

prefer not to change policy

F.A. 131B

September 18, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith four copies of Federal Aid voucher covering the Rogue River Bridge at Grants Pass, Project No. 131-B. This voucher is for the amount of $23,158.18.

You will recall that the estimate submitted as basis for the project agreement under the date of January 18th was based on the low bid prices, but that subsequently the low bidder defaulted and that the contract was awarded to the second low bidder. An estimate was submitted to you dated April 30th, based on the second low bid prices, but for the reason that there was only a small increase in the total amount bid, the project agreement which had previously been written, was executed, using the January 18th estimate as a basis. We have subsequently received an approved copy of this estimate, but not of the estimate dated April 30th. However, it appears to us that the April 30th estimate would be considered a substitute estimate for vouchering, and we have accordingly prepared the voucher, using it as a basis for payment.

Very truly yours,

J354

ROY A. KLEIN,
State Highway Engineer,

By

R. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

Edward Morris, President · **[illegible]**, 1st Vice President · **O. S. Blanchard**, 2nd Vice President · **H. G. Ridgway**, 3rd Vice President · **B. P. McConna[illegible]**, 4th Vice President · **[illegible] P. Doyle**, Treasurer · **Clyde Edmondson**, General Manager · **Elliot M. [illegible]**, Counsel

REDWOOD EMPIRE ASSOCIATION

DISTRICT CHAMBER *of* COMMERCE

Affiliated Units

Redwood Empire Supervisors Unit	Supr. Wm. Dethier, Pres.
Redwood Empire Newspaper Publishers Unit	E. L. Finley, Pres.
Chamber of Commerce Unit	R. Stanley Jones, Pres.
Redwood Empire Hotel-Resort Conference	Leo Lebenbaum, Pres.
Auto Camp, Garage and Service Station Unit	Lou Perske, Pres.
Redwood Empire Realtors Unit	C. W. Comstock, Pres.
Redwood Highway Association	Edward Morris, Pres.
Shoreline Highway District	Supr. Fred Suhr, Pres.
Shoreline Highway Association	W. J. Schultz, Pres.
Redwood Empire District Chamber of Commerce	Edward Morris, Pres.
North Coast Counties District Chamber of Commerce	Edward Morris, Pres.

General Offices
85 POST ST. (*Mezzanine Suite*)
TELEPHONES GARFIELD 6554-6555
SAN FRANCISCO, CALIFORNIA

July 7, 1930.

PR 131 B

NOTED
9 1930
Highway Engineer

Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

The Grants Pass Chamber of Commerce has written Mr. Stackpole of this city, asking him if you would design some new figures for the bridge over the Rogue River of that city.

Mr. Stackpole is quite interested in the proposition, and has asked us if we could obtain for him some data so that he might be able to design these figures in keeping with the other dimensions and general plan of the bridge in question.

Mr. Stackpole asks for a copy of the blue print of the bridge, the name of the engineer designing same and also the date at which time it is expected the bridge will be finished.

If you care to do so, you can write Mr. Stackpole direct, at 27 Jessop Place, San Francisco, or you can write to us and we will relay the information to Mr. Stackpole.

Thanking you in advance for any information you may give Mr. Stackpole, I am

Sincerely yours,

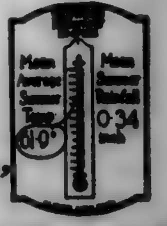
REDWOOD EMPIRE ASSOCIATION

Gilbert Bourne

Col. Bourne

CWB/S

SEE *ALL* THE REDWOOD EMPIRE—*"America's Newest National Playground"*



Edward Morris, President · 1st Vice President · O. S. Blanchard, 2nd Vice President · H. G. Ridgway, 3rd Vice President · B. P. McConna... 4th Vice Presid... · ...k P. Doyle, Treasurer · Clyde Edmondson, General Manager · Elliot M. Epsteen, Counsel

REDWOOD EMPIRE ASSOCIATION

DISTRICT CHAMBER of COMMERCE

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Redwood Empire District Chamber of Commerce	Edward Morris, Pres.
North Coast Counties District Chamber of Commerce	Edward Morris, Pres.

General Offices
85 POST ST. (*Mezzanine Suite*)
Telephones GArfield 6554-6555
San Francisco, California

July 7, 1930.

PR 131 B

NOTED
JUL 9 1930
State Highway Engineer
OREGON

Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

The Grants Pass Chamber of Commerce has written Mr. Stackpole of this city, asking him if you would design some new figures for the bridge over the Rogue River of that city.

Mr. Stackpole is quite interested in the proposition, and has asked us if we could obtain for him some data so that he might be able to design these figures in keeping with the other dimensions and general plan of the bridge in question.

Mr. Stackpole asks for a copy of the blue print of the bridge, the name of the engineer designing same and also the date at which time it is expected the bridge will be finished.

If you care to do so, you can write Mr. Stackpole direct, at 27 Jessop Place, San Francisco, or you can write to us and we will relay the information to Mr. Stackpole.

Thanking you in advance for any information you may give Mr. Stackpole, I am

Sincerely yours,

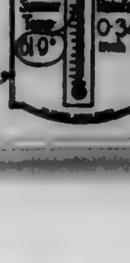
REDWOOD EMPIRE ASSOCIATION

Wilfred Bourne

Col. Bourne

CWB/S

SEE *ALL* THE REDWOOD EMPIRE—*"America's Newest National Playground"*



PR131B

January 22, 1930

Mr. J. R. Harvey, Secretary
Grants Pass Chamber of Commerce
Grants Pass, Oregon

Dear Sir:

At the Highway Commission meeting on January 16, I presented the matter of the ornamentation of the portals of the new Pacific Highway bridge at Grants Pass as outlined in your letter of January 8, your suggestion being that Caveman statuary be placed on the portals. This idea did not meet with favor when considered by the Commission, and I am instructed to advise you that the plan is respectfully declined.

Very truly yours,

Secretary.

RAK:HI

"IT'S THE CLIMATE"

GRANTS PASS CHAMBER OF COMMERCE

CHAMBER OF COMMERCE BUILDING

GRANTS PASS, OREGON

January 8,1930.

[illegible] JAN [illegible] 1930
OREGON

Mr.Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Klein:

Mr. McCullough called yesterday,and informed me that he had turned over letter that we had written him in regard to Caveman statuary on the bridge to be erected across the Rogue River at Grants Pass, and stated that such ornamentation would be in harmony with the lines of his structure, but that any ornamentation of this sort would be out of his province, and therefore to be decided upon by you, and the Highway Commission.

In the next week or ten days we hope to have the pleasure of seeing you personally, and will then talk the matter over with you.

Yours truly,

Grants Pass Chamber of Commerce.

By

J R Harvey

JRH:EKG:

J.R.Harvey,Secretary.

THE PACIFIC AND REDWOOD HIGHWAYS—THEY MEET HERE

OREGON CAVES—CRATER LAKE—THE REDWOODS

Compliments of the
Chamber of Commerce
Grants Pass, Oregon

"Where the Highways M[illegible] - "The Key Point of Travel"

GRANTS PASS

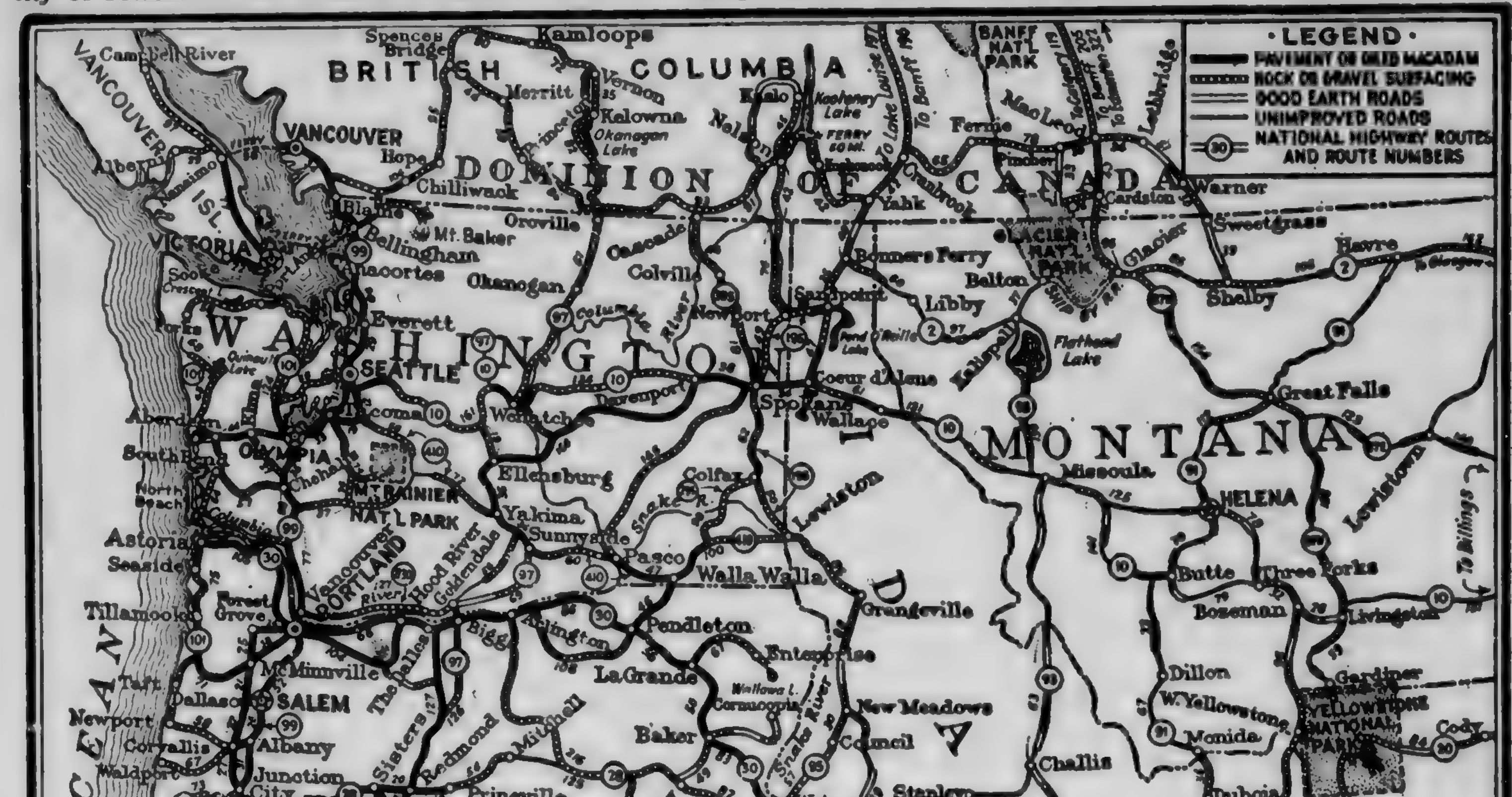
Population 7200. Elevation 963 feet. Situated on the Rogue River, which is a famous fly fishing stream.

At the Junction of the Pacific and Redwood Highways

GRANTS PASS, the CENTER of the SCENIC PACIFIC COAST PLAYGROUND

The GATEWAY to CRATER LAKE, The REDWOODS, MT. SHASTA, OREGON CAVES, DIAMOND LAKE, ROGUE RIVER

The city is famous for its excellent, modern hotels and Auto Camp Grounds. Camps from $1.00 to $5.00 per day, every modern convenience. Our resources, agriculture in all branches (except citrus fruits), dairying, poultry, bulbs, flower seeds, corn, alfalfa, truck crops, MINING, LUMBER, GOLF, Theaters, Excellent Restaurants. Our great diversity of Resources and Climatic Conditions make the setting ideal for either work or play.



Stop at the Chamber of Commerce building. Free road information and maps. Free registration of non-resident cars.

Salem, Oregon, Jan. 6, 1930

Mr. R.A.Klein,
State Highway Engineer,
Office.

Dear Sir:-

Herewith letter from the Grants Pass Chamber of Commerce, also picture of two semi-nude males, one of whom is apparently a caveman.

In this connection permit me to suggest that since there are four corners to be decorated, a sculptural replica of each of the State Highway Commissioners and State Highway Engineer might fit in very nicely with the landscape. There are 1 or 2 members of this quartette however, who should take a rather strenuous course of reducing exercises before being modelled as we want to be as economical as possible with concrete.

I am getting out of town for four or five days. I didn't have the nerve to see you after this came in.

Very truly yours,

Bridge Engineer.

CBMcC:P
Dictated by Mr. McCullough
and signed in his absence.

RTLAND, CHAIRMAN
. MEDFORD
ERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

January 9, 1930

Mr. J. R. Harvey, Secretary,
Grants Pass Chamber of Commerce,
Grants Pass, Oregon.

Dear Sir:-

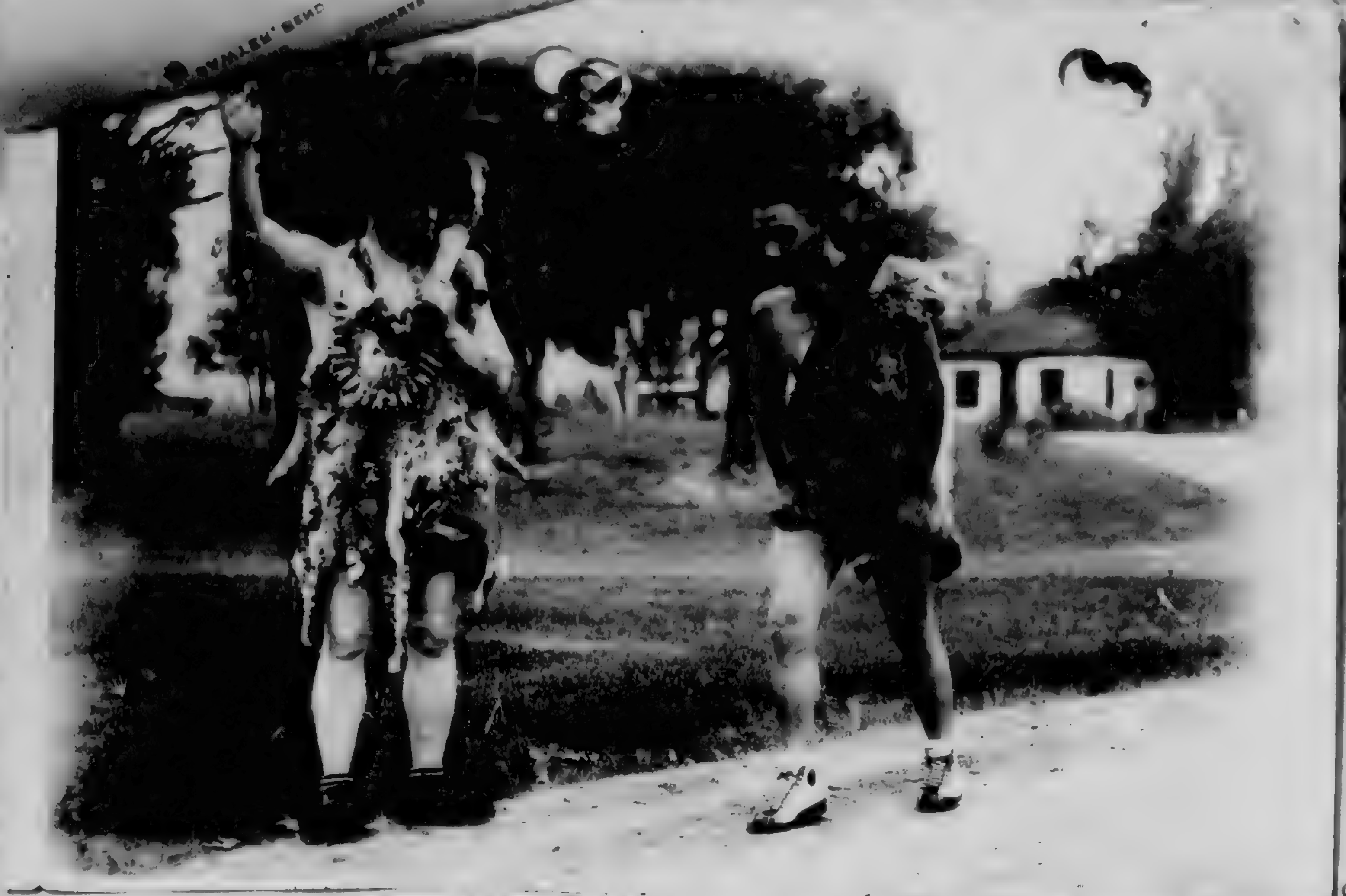
Receipt is acknowledged of your communication of January 2nd in regard to the placement of suitable sculptural decorations at the ends of the bridge to be constructed over Rogue River at Grants Pass.

The matter of placement of sculptural ornamentation or dedicatory tablets is not a question upon which this Department feels authorized to pass. I am therefore forwarding your letter, together with a copy of my reply, to Mr. R.A.Klein, State Highway Engineer, who will doubtless answer you direct or refer the matter to the State Highway Commission at its next meeting.

Very truly yours,

Bridge Engineer.

CBMcC:P
Dictated by Mr. McCullough
and signed in his absence.



d,

that like California the bears on the bridge, it might be appropriate to have four Cavemen at portals of this bridge. Before giving them any encouragement I wish to consult you as to whether it could be made in keeping with your design, and where you think they should be placed, if at all, and what the general dimension should be to harmonize with your plan, the Cavemen could if necessary hold a torch or lamp.

If you see no serious objection, and will be good enough to cooperate with us in this matter, we will endeavor to submit design of Cavemen.

The picture that we enclose is not what we have in mind exactly, but to give you the general effect.

Yours truly,

Grants Pass Chamber of Commerce.

By J R Harvey

JRH:MMG:

J.R.Harvey, Secretary.

"IT'S THE CLIMATE"

GRANTS PASS CHAMBER OF COMMERCE

CHAMBER OF COMMERCE BUILDING

GRANTS PASS, OREGON

January 2,1930.

Mr. C.B.McCullough, Bridge Engineer,
Oregon State Highway Commission,
316 Oregon Building,
Salem, Oregon.

Dear Mr.McCullough:

In looking over the plans of the beautiful bridge that you have designed for us at Grants Pass. Personally, I wish to express my appreciation of the artistic design of the structure.

✓ I am enclosing you herewith a photograph of the Caveman, and as many of our people have urged, that like California the bears on the bridge,it might be appropriate to have four Cavemen at portals of this bridge. Before giving them any encouragement I wish to consult you as to whether it could be made in keeping with your design, and where you think they should be placed, if at all, and what the general dimension should be to harmonize with your plan, the Cavemen could if necessary hold a torch or lamp.

If you see no serious objection, and will be good enough to cooperate with us in this matter, we will endeavor to submit design of Cavemen.

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Yours truly,

Grants Pass Chamber of Commerce.

By J R Harvey

JRH:EKG: J.R.Harvey,Secretary.

THE PACIFIC AND REDWOOD HIGHWAYS—THEY MEET HERE OREGON CAVES—CRATER LAKE—THE REDWOODS

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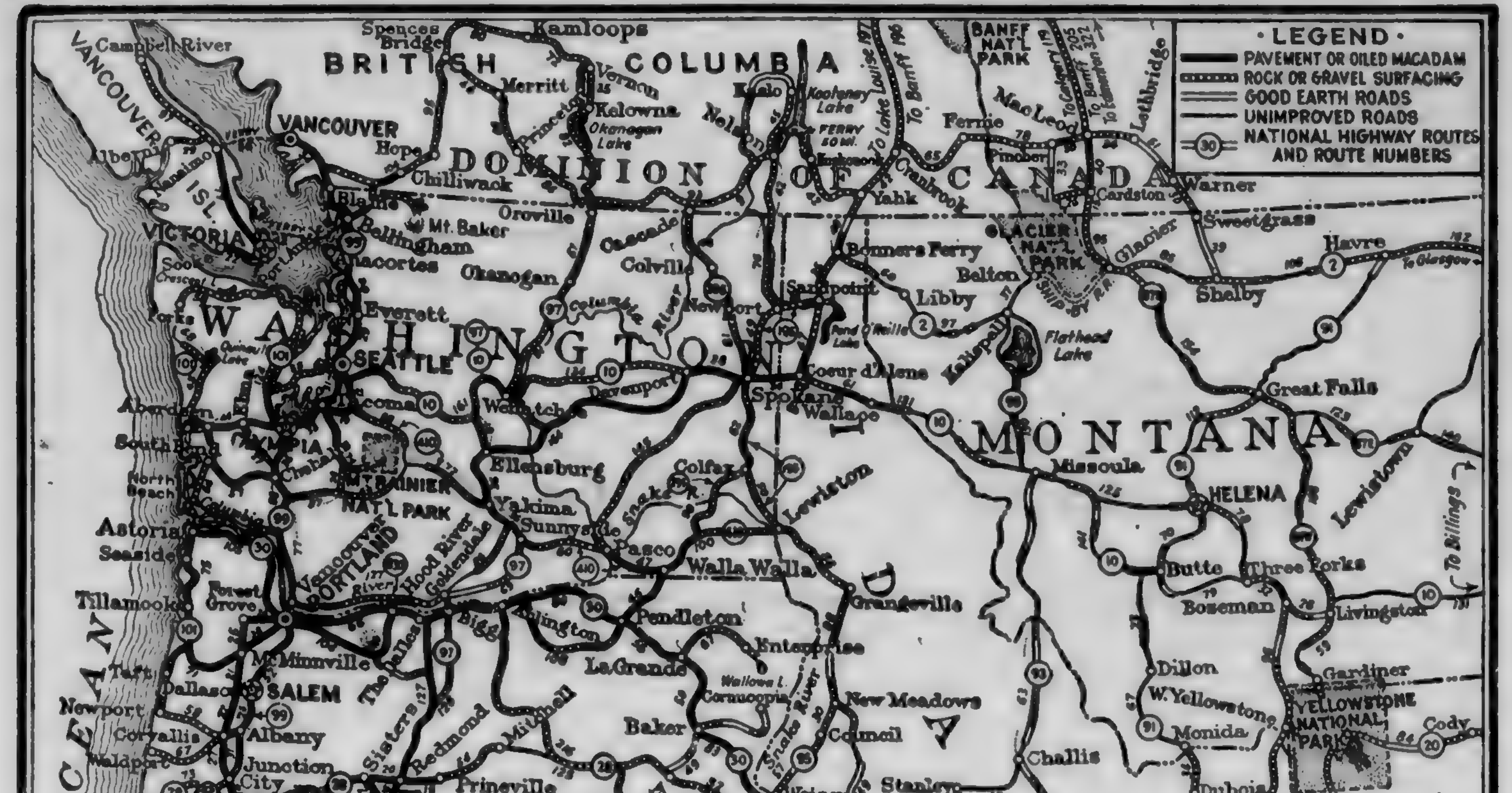
At the Junction of the Pacific and Redwood Highways

GRANTS PASS, the CENTER of the SCENIC PACIFIC COAST PLAYGROUND

THE GATEWAY TO CRATER LAKE, THE REDWOODS, MT. SHASTA, OREGON CAVES, DIAMOND LAKE, ROGUE RIVER

The city is famous for its excellent, modern hotels and Auto Camp Grounds. Camps from $1.00 to $5.00 per day, every modern convenience. Our resources, agriculture in all branches (except citrus fruits), dairying, poultry, bulbs, flower seeds, corn, alfalfa, truck crops, MINING, LUMBER, GOLF, Theaters, Excellent Restaurants. Our great diversity of Resources and Climatic Conditions make the setting ideal for either work or play.



Stop at the Chamber of Commerce building. Free road information and maps. Free registration of non-resident cars.

Edward Morris, President · F[illegible] 1st Vice President · O. S. Blanchard, 2nd Vice President · H. G. Ridgway, 3rd Vice President · B. P. McConna [illegible], 4th Vice President · [illegible]z P. Doyle, Treasurer · Clyde Edmondson, General Manager · Elliot M. Epstein, Counsel

REDWOOD EMPIRE ASSOCIATION

DISTRICT CHAMBER *of* COMMERCE

Affiliated Units

Redwood Empire Supervisors Unit	Supr. Wm. Deysher, Pres.
Redwood Empire Newspaper Publishers Unit	E. L. Finley, Pres.
Chamber of Commerce Unit	R. Stanley Jones, Pres.
Redwood Empire Hotel-Resort Conference	Leo Lebenbaum, Pres.
Auto Camp, Garage and Service Station Unit	Lou Perske, Pres.
Redwood Empire Realtors Unit	C. W. Comstock, Pres.
Redwood Highway Association	Edward Morris, Pres.
Shoreline Highway District	Supr. Fred Suhr, Pres.
Shoreline Highway Association	W. J. Schultz, Pres.
Redwood Empire District Chamber of Commerce	Edward Morris, Pres.
North Coast Counties District Chamber of Commerce	Edward Morris, Pres.

General Offices
85 POST ST. (*Mezzanine Suite*)
Telephones GArfield 6554-6555
San Francisco, California

COPY

RESOLUTION

NOTED
State Highway Engineer

BE IT RESOLVED that the Executive Board of the Redwood Empire Association, in regular session assembled, does hereby approve and endorse the proposed plan of adorning the new bridge across the Rogue River near Grants Pass with replicas of Oregon Cavemen, in recognition of the outstanding contribution made to the upbuilding of the City of Grants Pass, the County of Josephine, the State of Oregon and the entire Redwood Empire by the Oregon Cavemen, Inc., and

BE IT FURTHER RESOLVED that an official copy of this resolution be forthwith transmitted to the Oregon Cavemen, Inc., to the Grants Pass Chamber of Commerce and to the Oregon Highway Commission, as well as to the press.

IN WITNESS WHEREOF we have hereunto set our hands and the official seal of the Redwood Empire Association, on behalf of the Executive Board, this 16th of May 1930.

REDWOOD EMPIRE ASSOCIATION

President

General Manager
and Secretary

Seal

Edward Morris, President
E[illegible], 1st V[illegible]nt
O. S. Blanchard, 2nd Vice President
H. G. Ridgway, 3rd Vice President
B. P. McComb[illegible] 4th Vice President
[illegible]e P. Doyle, Treasurer
Clyde Edmondson, General Manager
Elliot M. Epstein, Counsel

REDWOOD EMPIRE ASSOCIATION

DISTRICT CHAMBER *of* COMMERCE

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2 1930

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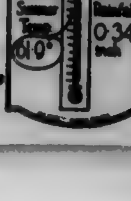
IN WITNESS WHEREOF we have hereunto set our hands and the official seal of the Redwood Empire Association, on behalf of the Executive Board, this 16th of May 1930.

REDWOOD EMPIRE ASSOCIATION

President

General Manager
and Secretary

Seal



PR 131 B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

10 1930

In reply please
refer to File No. Ore.F.A.P. #131-B

Post Office Building
Portland, Oregon.

July 9, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

Jon

Ax pr 6881

Form P. R. 2

State Oregon

Project No. 131, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 22nd day of May, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of May, 1929, a project statement, which was approved by the Secretary on the 29th day of June, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 13th day of December 1929, and approved by the Secretary on the 13th day of June, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-eight thousand, three hundred thirty-five and 90/100 dollars ($78,335.90) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920. (Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ---------- (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ---------- (State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across the Rogue River at Grants Pass between survey stations 1+30 and 6+60

---------- terminal points, a distance of 0.100 mile~~s~~, known locally as the Medford-Grants Pass Section of the Pacific Highway, Josephine County, being Section B of Oregon Federal Aid Project No. 131, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

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*(b) By the count ---------- of ---------- (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ---------- (State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across the Rogue River at Grants Pass between survey stations 1+30 and 6+60 terminal points, a distance of 0.100 mile~~s~~, known locally as the Medford-Grants Pass Section of the Pacific Highway, Josephine County, being Section B of Oregon Federal Aid Project No. 131, consisting of one bridge of more than 20 ft. clear span only.

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---

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~~Between~~ Bridge across the Rogue River at Grants Pass between survey stations 1+30 and 6+60

terminal points, a distance of 0.100 mile~~s~~, known locally as the Medford-Grants Pass Section of the Pacific Highway, Josephine County, being Section B of Oregon Federal Aid Project No. 131, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.**

(Include amount, date, and citation of act of legislature by which authorized)

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that prior to or immediately upon the completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway to the north and south.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of **Section B of** said project shall not in any event exceed the sum of **seventy-eight thousand, three hundred thirty-five and 90/100** dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of **one hundred twenty-five thousand, eight hundred eighty-one and 25/100** dollars, the approved total estimated cost of **Section B of** said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ______________________________

______________________________ (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ______________ (State or county) of ______________ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1929. (Include reference to statute authorizing funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Dict. by J. McFarland.

cc to C. F. Smith.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________ (Include reference to statute authorizing
____
funds, probable amount annually available and how will be placed under direct control of Highway Department)
____

*(b) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________ (Include reference to statute authorizing
____
funds and probable amount annually available)
____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________
____
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 13th day of June, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By ______________________________
Member, State Highway Commission
(Title of officer)

By Robert W. Sawyer
Member, State Highway Commission
(Title of officer)

By ______________________________
____
(Title of officer)

By ______________________________
____
(Title of officer)

[SEAL]

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road between~~ bridge across the Rogue River at Grants Pass between survey stations 1+30 and 6+60 locally known as the Medford-Grants Pass Section of the Pacific Highway, Josephine County, and designated in the records of this Department as Section B of Project No. 131, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $125,881.25 as the total estimated cost of Section B of said project, and the sum of $78,336.90 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 13th day of June one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

330

#1142
Josephine Co.
PR 131-B

June 18, 1930

Mr. John K. Holt,
Grants Pass, Oregon.

Dear Sir:

Please be advised that we have your voucher in amount $4,774.56 which is in payment of your estimate No. 3 on your contract No. 1142 - bridge over Rogue River at Grants Pass, which has an assignment attached in favor of the First National Bank of Southern Oregon at Grants Pass.

Before the above assignment can be accepted by the Highway Commission and be put in line for payment it will be necessary to have the written consent of your surety on the bond furnished in connection with this contract. Kindly give this matter your early attention so that it will not be necessary to hold up your payment longer than is necessary.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

cc to C. F. Smith.

FP 131B

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1

In reply please
refer to File No. Ore.F.A.P. 131-B

Post Office Building,
Portland, Oregon,

June 17, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an approved copy of the estimate dated January 13, 1930, which has been used as the basis of the project agreement.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

3

Iron

#1142
Josephine Co

PR 131B

May 15, 1930

Mr. John K. Holt,
Grants Pass, Oregon.

Dear Sir:

Please be advised that we have your estimate No. 2 on your contract No. 1142 - bridge over Rogue River at Grants Pass in amount $4,962.47 which has assignment attached in favor of First National Bank of Southern Oregon, Grants Pass.

We wish to advise that before this assignment can be accepted and acted upon it will be necessary to have the written consent of your surety on the bond furnished in connection with this contract consenting to the assignment.

If you wish to assign all future payments to the above bank it would be well to secure the consent of your surety to a blanket assignment.

The above estimate and assignment will be held at this office until we are advised.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

cc to C. F. Smith.

P.R. 131-B

May 2, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Rogue River Bridge at Grants Pass, Project No. 131-B.

This estimate is based on second low bid price as the low bidder defaulted.

We are also returning herewith three copies of the proposed project agreement which had been sent to us for signature. However, for the reason that the estimate used as a basis for this agreement was based on the low bid, we are anticipating that it will be necessary that the project agreement be rewritten, and we are accordingly returning these copies.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosure

Oregon State Highway Department   Project No. 151-B

ROGUE RIVER BRIDGE AT GRANTS PASS ON THE PACIFIC HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on 2nd low bid prices.)

Salem, Oregon, April 30, 1930.

8,000 lin.ft	Foundation Piling	$1.00	$ 8,000.00
2,165 cu.yds	Excavation	5.00	10,825.00
95 cu.yds	Excavation below plans	6.00	570.00
1,785 cu.yds	Cl. "A" Concrete	22.00	39,270.00
600 cu.yds	Cl. "B" Concrete	20.00	12,000.00
630 cu.yds	Cl. "D" Concrete	20.00	12,600.00
500 cu.yds	Seal Concrete	12.00	6,000.00
397,000 lbs	Metal Reinforcement	.045	17,865.00
1,080 lin.ft	Concrete Handrail	4.25	4,590.00
All Required	Remove old Br. & Maint. Traffic		3,000.00
	Sub-total		$115,200.00
	10% Engr. & Cont.		11,520.00
	Total		$126,720.00

Total Length of Structure	550 ft.	0.104 miles
Length of Participating Portion	530 ft.	0.100 miles
Length of Non-participating Portion	20 ft.	0.004 miles

State Funds Available	$48,384.10	
Federal Aid Requested	78,335.90	(61.8181+%)
	$126,720.00	

Non-Participating Portion

135 cu.yds	Excavation	$5.00	$ 675.00
5 cu.yds	Excavation below plans	6.00	30.00
115 cu.yds	Cl. "A" Concrete	22.00	2,530.00
20 cu.yds	Cl. "D" Concrete	20.00	400.00
14,000 lbs	Metal Reinforcement	.045	630.00
106 lin.ft	Concrete handrail	4.25	450.50
			$4,715.50

State Funds for Construction: Chapter 175 Laws 1917; Chapter 31, Laws 1920
State Funds for Maintenance: Chapter 41, Laws 1927.

PR131.3

March 18, 1930

County Court
Josephine County
Grants Pass, Oregon

Gentlemen:

We hand to you herewith four copies of a form of resolution that we have prepared to cover the cooperation in cost of the construction of the bridge over the Rogue River at Grants Pass.

Will you please sign all copies of this resolution and return three of them to this office? The fourth copy you may retain for your records and files. Upon receipt of the three signed copies, we shall furnish you an executed copy of the contract awarded to Mr. Holt for the construction of this bridge.

We shall also appreciate it if you will make this resolution a matter of record in the minutes of your County Court proceedings.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

PR131B

February 28, 1930

Mr. John K. Holt
Salem, Oregon

Dear Sir:

We are handing you herewith an executed copy of the contract awarded to you by the State Highway Commission covering the construction of a bridge over the Rogue River on the Pacific Highway in Josephine County, state highway contract #1142. This copy is for your records and files.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

PR131B

February 13, 1930

Northwest Contract Company
Station G, Box 6
Portland, Oregon

Gentlemen:

I recently submitted to the members of the State Highway Commission the matter of your default in executing the contract for the Rogue River bridge at Grants Pass for which you were awarded a contract on December 12. I also submitted to them your letter of February 8 in which you proposed to assign this contract to Rigdon Bros. The plan of assignment which you suggested did not meet with the approval of the Commission and you were declared to be in default and the contract was awarded to the second bidder, John K. Holt.

The matter of the disposition of the certified check which you submitted with your bid will come up for determination at the next meeting of the Commission which will be held in Portland on February 27, 1930. If you wish to make any statement to the Commission at that time an opportunity will be given.

Very truly yours,

State Highway Engineer.

RAK:HI

Salem, Oregon,

February 3, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

At the last meeting of the Highway Commission, (January 16th) the undersigned appeared before you requesting an extension of time in which to secure a construction bond for the contract for building the reinforced concrete highway bridge across Rogue River, at Grants Pass, on which contract the undersigned were low bidders.

Pursuant to our request, to the Highway Commission, an extension of ten days was granted.

We were unable to make the necessary arrangements within the above mentioned time limit, but have now completed negotiations with Rigdon Bros., whereby for and in consideration of the sum of $1.00 our firm~~s~~ agrees to transfer its complete right, title and interest in and to the above mentioned contract.

A form of assignment in blank is attached to this communication and we, the undersigned, respectrully request that the Commission place its approval upon the same.

It is our understanding that immediately upon the execution of a construction bond by Rigdon Bros., the assignee, that our certified check will be released to us.

Respectfully submitted,

NORTHWEST CONTRACT COMPANY,

By O. H. Linn

By Gunnar Nordquist

Address:

Station C, Box 6,
Portland, Oregon.

(Copy sent to each Commissioner)

PR 131B

January 29, 1930

Members of the State Highway Commission.

Gentlemen:

At the January 18 meeting of the Highway Commission you will recall that Mr. O. E. Linn, President of the Northwest Contract Company, the low bidder on the Rogue River bridge at Grants Pass, appeared and stated that his company had difficulty in securing a bond for this contract. He asked that they be given a ten day extension of time in which to secure this bond. The ten days have now expired, counting out the two Sundays, and they have not filed their contract and bond and are accordingly in default.

The bid of the Northwest Contract Company was $119,600.00. The second bidder was John K. Holt at $119,915.00 and the third bidder was Rigdon Bros. at $119,980.00.

I presume the Commission will wish to make a decision in this matter before the next meeting.

Very truly yours,

State Highway Engineer.

RAK:HI

PR-131-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Jan. 27, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith three copies of proposed project agreement for Oregon F.A.P. No. 131-B, for signature and return to this office.

When returning the above mentioned documents will you kindly forward us an additional copy of the Proposal and Special Provisions covering this project.

As there seems to be some question as to whether or not the contract will be executed on the basis of the award as originally made, we would like to be advised concerning this feature. If the contract is not to be executed it might be just as well perhaps to delay the execution of the attached documents until another award has been made, in order to forestall the possibility of a modification to take care of increased prices, if such are submitted.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer.

Encls.

PR 131-B

January 13, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Rogue River Bridge at Grants Pass on the Pacific Highway in Josephine County, Oregon Project No. 131-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

Oregon State Highway Department   Project No. 151-B

ROGUE RIVER BRIDGE AT GRANTS PASS ON THE PACIFIC HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, January 13, 1930.

8,000 lin.ft	Foundation Piling	.35	$ 2,800.00
2,165 cu.yds	Excavation	8.50	18,402.50
95 cu.yds	Excavation below plans	7.00	665.00
1,785 cu.yds	Cl. "A" Concrete	20.00	35,700.00
600 cu.yds	Cl. "B" Concrete	17.00	10,200.00
630 cu.yds	Cl. "D" Concrete	19.00	11,970.00
300 cu.yds	Seal Concrete	10.00	3,000.00
397,000 lbs	Metal Reinforcement	.055	21,835.00
1,080 lin.ft	Concrete Handrail	6.00	6,480.00
All Required	Remove old bridge and maint. traffic		3,385.00
	Sub-total		$ 114,437.50
	10% Engr. & Cont.		11,443.75
	Total		$ 125,881.25

Total Length of Structure	550 ft.	0.104 miles
Length of participating portion	530 ft.	0.100 "
Length of non-participating portion	20 ft.	0.004 "

State funds available	$47,545.35	
Federal Aid Requested	78,335.90	(62.23%)
	$125,881.25	

Non-participating Portion

135 cu.yds	Excavation	8.50	$ 1,147.50
5 cu.yds	Excavation below plans	7.00	35.00
115 cu.yds	Cl. "A" Concrete	20.00	2,300.00
20 cu.yds	Cl. "D" Concrete	19.00	380.00
14,000 lbs	Metal Reinforcement	.055	770.00
106 lin.ft	Concrete Handrail	5.00	530.00
			$ 12,082.50

State funds for construction Chapter 175, Laws 1917; Chapter 81, Laws 1920
State funds for maintenance Chapter 41, laws 1929.

FORM 8-A-1 D-12848 5M 6-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

#1142

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

(Josephine Co

OREGON STATE HIGHWAY COMMISSION
SALEM

PR 131B

January 6, 1930

IN REPLY PLEASE
REFER TO FILE NO.

Northwest Contract Co.,
Station G.
Portland, Oregon

Gentlemen:-

I am in receipt of your letter of January 4th, once more concerning your future estimate warrants which are to be mailed to the Grants Pass and Josephine Bank.

You will remember that in your first letter you requested us to mail the warrants to the bank, and then in the second paragraph you mentioned your intention to send assignment forms to the Secretary of State's office. As it was not clear in your letter whether you wished us to merely mail the warrant made out in favor of you to the bank for deposit, or whether you desired to fully assign the warrant and make it payable to the bank direct, I wrote to you requesting information and you replied stating that you merely wished us to make out the warrant in your favor and mail it to the bank.

In this last letter of January 4th, it now appears that you still desire to actually assign the warrant in favor of the bank, and I am accordingly submitting copies of the standard "assignment of claim" form which are not for any other purpose however than to be submitted to this particular department, in case you wish to assign the payments on this contract to the bank direct and have the warrants made out in their favor. These assignments are not intended for any other use than the formal assignment of the different vouchers, and in case you merely wish to inform the Secretary of State that the payments were to be mailed to the bank these assignments will not be of any use to you and can be returned.

Please note however that in case a formal assignment is desired that the assignment should be signed before two witnesses by some member of your company and the written consent of the Surety on the contract must be submitted with the assignment before it can be honored by this department. I trust that I have made myself clear and that the assignment will be of use to you.

Yours respectfully,

ROY A. KLEIN
State Highway Engineer
By Carl F. Smith
Auditor

NOTED
H. B. GLAISYER

CFS:RT
CC: Grants Pass & Josephine Bank
→ H.B.Glaisyer

PR 131 B.

December 10, 1929.

Mr. J. M. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing six copies of estimate with plans covering the Rogue River Bridge, Project No. 131-B. Under separate cover we are sending five blue print copies of the title sheet for the plans of this structure. These are revised copies showing the beginning of the project at Station 1+30 instead of Station 0+00, as shown on those previously sent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JHM:AP
Encls.

Oregon State Highway Department Project No. 121-B

ROGUE RIVER BRIDGE AT GRANTS PASS ON THE PACIFIC HIGHWAY

IN JOSEPHINE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, December 10, 1929.

8,000 lin.ft	Foundation Piling	.50	$ 4,000.00
2,165 cu.yds	Excavation	6.00	12,990.00
95 cu.yds	Excavation below plans	15.00	1,425.00
1,785 cu.yds	Class "A" Concrete	26.00	46,410.00
600 cu.yds	Class "B" Concrete	20.00	12,000.00
630 cu.yds	Class "D" Concrete	24.00	15,120.00
360 cu.yds	Seal Concrete	13.00	4,680.00
397,000 lbs	Metal Reinforcement	.045	17,865.00
1,080 lin.ft	Concrete Handrail	4.50	4,860.00
All Required	Remove Old Br. and Maint. Traffic		4,000.00
	Sub-total		$ 123,350.00
	10% Engr. & Cont.		12,335.00
	Total		$ 135,685.00

Total Length of Structure	550 feet	0.104 miles
Length of participating portion	530 feet	0.100 miles
Length of non-participating "	20 feet	0.004 miles

State Funds Available	$ 51,248.23
Federal Aid Requested	84,436.77
	$135,685.00

Non-participating Portion

135 cu.yds	Excavation	$6.00	$ 810.00
5 cu.yds	Excavation below plans	15.00	75.00
115 cu.yds	Cl. "A" Concrete	26.00	2,990.00
20 cu.yds	Cl. "D" Concrete	24.00	480.00
14,000 lbs	Metal Reinforcement	.045	630.00
106 lin.ft	Concrete Handrail	4.50	477.00
	Total		$ 5,462.00

PR 131 B

October 22, 1929.

Mr. H. E. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In accord with your letter of October 16, we are today mailing to you five blue print copies of the title sheet for the Plans for the bridge over the Rogue River at Grants Pass, Federal Aid Project 131-B.

We are enclosing two blue prints of a small map showing the position of the bridge with reference to the city limits of Grants Pass and with reference to the buildings within the city limits.

In order to avoid complications in regard to the spacing of the buildings abutting the highway within the city limits, we are terminating the project at Station 6+60, and are asking for no federal aid on the portion of the structure which is north of Station 6+60.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

October 16, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
OCT 17 1929
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

We are today in receipt of advance sets of plans showing the Grants Pass Bridge over the Rogue River. The question immediately arises as to the eligibility of this project for Federal aid. Our meager information is to the effect that it is located at the south city limits of Grants Pass, and if so, there presumably will not be any question concerning its eligibility.

Also, it appears that the portion of the Pacific Highway from the railroad crossing south of Grants Pass (north end of Federal Aid Project 127) to the north city limits (south end of Federal Aid Project 138) is not covered by a project statement. If such is the case it is suggested that a revised project statement sketch map for Oregon F.A.P. 127 be submitted. It is not believed that a revised project statement will be required. We would also be pleased to have from you a statement as to the length the project will extend into the city of Grants Pass, and the number of houses located thereon. This latter information might be submitted in a letter, and the actual location of the houses be left until detail plans are submitted.

We will appreciate it very much if you will forward, at your earliest convenience a title sheet for this project, in order that we may comply with the requirement of submitting advance plans to Washington, D.C. immediately upon receipt.

It is possible that you have an understanding with Mr.Davis concerning some of the points brought up in this letter, which is being written at this time in order to forestall the possibility of any delay in award.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer.

CONTRACT# 1146,

SEE:

CONTRACT# 1131,

2

1146 [illegible]: Contract 1131

CONTRACT# 1146,
1216, 1360,

PR 134-D Barnhouse Ranch-Picture 1931-1937
1146,
1216. 1360,
Folder # 4

RECEIVED
FEB 1 1937
FOR FILING
134-2

February 1, 1937

Mr. Philip A. Joss, Lawyer
Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Dear Sir:

Responding to your request of the 29th instant I am inclosing certified copies of the following documents relative to J. W. Peak Construction Company, Contract No. 1146, with the State Highway Commission for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties: (1) assignment from J. W. Peak Construction Company (a co-partnership) to the J. W. Peak Construction Company (an Oregon corporation); (2) excerpt from the minutes of the State Highway Commission accepting the assignment; (3) letter from the Union Indemnity Company assuming surety under the bond.

There is no charge for this service. I regret that it was impossible to prepare these copies so that they could reach you before February 2.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

F. A. SENN
L. A. RECKEN
W. E. CAMERON
JAMES ARTHUR POWERS
PHILIP A. JOSS

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE ATWATER 0972

PORTLAND, OREGON

[illegible] D
STATE [illegible] MISSION

January 29, 1937

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Thank you for your letter of January 25th, giving us the information we desired in regard to the State Highway contract, No. 1146, for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon. This was the precise information we desired.

We would be very grateful to you if you would send us certified copies of these matters referred to in your letter, namely, the assignment of this contract from J. W. Feak Construction Company, a co-partnership, to J. W. Feak Construction Company, an Oregon corporation, which assignment was made April 18, 1930; the resolution or other proof showing acceptance of this assignment by the State Highway Commission on April 24, 1930; and the letter you referred to dated April 18, 1930, by which the Union Indemnity Company agreed that the suretyship assumed by it under the bond for this contract of the co-partnership should operate the same for the corporation.

We desire these documents in connection with a lawsuit now pending by a materials company against the partnership and its members, and the matter in no way involves the State Highway Commission. The attorney for plaintiff has agreed to stipulate with us that the identification of these documents may be made by production of copies certified to by the proper officer of the Highway Commission as being true and correct copies of your records, in which case it will not be necessary for us to call someone from your office to identify these records.

As trial is scheduled to commence next Tuesday, February 2nd, we would be especially grateful to you if you could have these certified copies sent on to us as soon as possible, together with your bill, which I assure you will be paid immediately.

Yours very truly,

ANSWERED
H. B. G.

Philip A. Joss

PAJ:VO

RECEIVED
JAN 26 1937
FOR FILING
134-8

January 25, 1937

Mr. James Arthur Powers
Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of the 22nd instant in regard to State Highway contract, No. 1146, for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This contract was awarded by the State Highway Commission to J. W. Peak Construction Company, a co-partnership, consisting of J. W. Peak, H. R. Lohrer and R. W. Shaffer, on January 16, 1930. This copartnership assigned all of its rights, deed and equity in and to this contract to J. W. Peak Construction Company, an Oregon corporation, on the 18th day of April, 1930, according to an agreement on file in the records of the State Highway Commission. This was accepted by the State Highway Commission at a regular meeting of the Commission held on April 24, 1930.

The State Highway Commission has in its file a letter from the Union Indmenity Company which wrote the contract bond covering the co-partnership consenting to the assigning of the contract by the J. W. Peak Construction Company (a co-partnership) to J. W. Peak Construction Company (an Oregon corporation). This letter is dated April 18, 1930, and agrees "that the suretyship assumed by us under our bond mentioned above shall from date of said assignment operated as if originally assumed on behalf of J. W. Peak Construction Co. (An Oregon Corporation)."

I trust the above information is that which you desire.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

F. A. SENN
L. A. RECKEN
W. E. CAMERON
JAMES ARTHUR POWERS
PHILIP A. JOSS

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE ATWATER 0972

PORTLAND, OREGON

January 22, 1937

Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

With reference to your contract No. 1146, Project No. 1236, Contractor J.W. Feak Construction Company, date of award January 16, 1930, for certain work on the Ochoco Highway in Wheeler and Grant Counties, Barnhouse Ranch-Picture Gorge Section, will you be so kind as to advise us the date on which this contract of the J.W. Feak Construction Company, a partnership composed of J.W. Feak, H. R. Lohrer and R. W. Shaffer was assigned with the approval of the State Highway Commission to the J.W. Feak Construction Company, a corporation. I believe this was sometime during April, 1930.

Also, would you be so kind as to advise us the date on which the J. W. Feak Construction Company, corporation, filed its bond as such corporation substituting the bond which had theretofore been filed by the J. W. Feak Construction Company, a partnership.

Thanking you in advance for this information, we are

Yours very truly,

James Arthur Powers

JAP:VO

ANSWERED
H. B. G.

RECEIVED
JAN 23 1937
STATE HIGHWAY COMMISSION

134-D

June 9, 1936

Messrs. Platt and Black
Attorneys and Counselors at Law
Platt Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of June 6, inquiring whether or not it would be convenient to produce in court the original contract between the State Highway Commission and the J. W. Peak Construction Company, for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, in Wheeler and Grant Counties.

I will be glad to produce the original copy of the contract if subpoenaed. I should have to know, however, a few days in advance when it would be necessary for me to appear, so that I could arrange my affairs accordingly. If you have any idea that the case will come up during the coming week, it would not be possible for me to be present, because I will be away from Salem on an inspection trip with the State Highway Commission and do not expect to return until Thursday, the 18th of June. I will also be gone to Southern Oregon on a trip with the Highway Commission the greater part of the following week, starting on Tuesday the 23d.

Very truly yours,

Secretary

HBG:MBL

PLATT & BLACK
ATTORNEYS AND COUNSELORS AT LAW

HARRISON G. PLATT
GEORGE BLACK, JR.
ARTHUR D. PLATT
CHARLES E. WRIGHT

PLATT BUILDING
PORTLAND, OREGON

JUN 8 1936

SUBJECT: Electric Steel Foundry -- J. W. Feak
Construction Co.

June
6th
1936

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

On January 16, 1930 a contract was entered into between the State Highway Commission and J. W. Feak Construction Co., a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, for the construction of the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Wheeler and Grant Counties.

We have already received, through your courtesy, a copy of the contract certified by H. B. Glaizer, Chief Clerk of the Highway Commission, under date of October 24, 1930.

We have a pending case against this partnership in the Circuit Court and it may be necessary for us to establish the existence of this original contract by showing the original to the court. We are writing to ask if such original is available, and if it would be convenient for production by means of subpoena directed to the officer in charge of the original document.

Will you kindly advise us if you do have the original, and, also, the name of the officer who has custody of the same? It will not be necessary to retain the document, and after showing it to the court a certified copy could be substituted and the original returned to you.

Merchandise was purchased by this partnership from our client, Electric Steel Foundry, at the time of and in connection with its performance of this contract, although the particular items upon which we are now suing were not considered as lienable. The purpose of the production of the original contract is as evidence of the existence at that time of a partnership composed of these individuals, who, as such, took this contract from the State Highway Commission.

Thanking you for this information by return, we are

Yours very truly,

Black

GB sc

1348

October 30, 1935

Dey, Hampson & Nelson
800 Pacific Building
Portland, Oregon

Attention: Mr. Herbert L. Swett

Gentlemen:

Reply is made to your letter of October 28 in regard to the S. S. Schell claim against the Peak Construction Company.

As requested by you we have attached the agreement of March 18, 1930, designated as Exhibit "A" and have corrected the affidavit to include this document.

We are returning, herewith, the complete copy of the file with certificate.

Yours very truly,

Secretary

HBG:MC

encl.

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
RICHARD R. MORRIS
J. C. DEZENDORF
ROSCOE C. NELSON, JR.

October 28, 1935.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Thank you very much for your letter enclosing papers in the J. W. Feak Construction Company matter.

May we call your attention to the fact that the notice attached to the letter of October 18, 1930, refers to the written agreement of March 18, 1930, attached thereto as Exhibit "A"? It is this document, Exhibit "A", that we are anxious to have attached to the certified copy.

We are therefore returning herewith the document forwarded with your letter and request that the agreement of March 18, 1930, be attached.

Thank you very much for your courtesy in this matter.

Very truly yours,

Herbert Swett

21-14

Enclosure

1348

October 26, 1935

Messrs. Dey, Hampson & Nelson,
Attorneys at Law,
800 Pacific Building,
Portland, Oregon.

ATTENTION: Mr. Herbert L. Swett.

Gentlemen:

Responding to your request of October 25, I am enclosing certified copies of letters and affidavits in connection with claims filed by Mr. Senn, attorney for Mr. S. S. Schell, against the J. W. Feak Construction Company in the respective amounts of $6,824.72 and $7,967.62.

I am sorry I did not enclose these with my letter of May 21, 1934.

There is no charge for this service.

Yours very truly,

Secretary

HBG:D
Encl

List letters, etc:

Letter from Senn & Recken, dated October 3,1930
Affidavit of claim of S. S. Schell against Feak Constr.Co., dated Oct.3,1930
Letter from Roy A. Klein to the Union Indemnity Co., dated Oct. 9, 1930
Letter from Senn & Recken, dated October 18, 1930
Letter from Roy A. Klein, dated October 20, 1930
Copy of claim for rental due on machinery and equipment used in carrying on Contract No1146 for the improvement of the Barnhouse,etc.Hwy.,dated 10-20-30

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
RICHARD R. MORRIS
J. C. DEZENDORF
ROSCOE C. NELSON, JR.

RECEIVED
OCT 26 1935
OREGON

October 25, 1935.

Mr. H. B. Glaisyer,
Secretary, Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Under date of May 21, 1934, you forwarded to us certified copies of letters and assignment of claim in connection with J. W. Feak Construction Company's contracts with the Oregon State Highway Commission. The job in question was known as the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Grant and Wheeler counties.

Among other copies included were letters from the Commission to Union Indemnity Company dated October 9, 1930, and October 20, 1930, relative to claims filed by Mr. Senn, attorney for S. S. Schell, against the J. W. Feak Construction Company in the respective amounts of $6828.72 and $7967.62.

You did not attach to the said letters of October 9th and 20th the enclosures, to wit, affidavits of claim. We would like to have certified copies of these affidavits and would appreciate it if you would forward us by return mail certified copies of the letters plus the affidavits. We will be glad to forward check to cover your charges.

Very truly yours,

Swett

21-12

PR-134-D

May 21, 1934

Dey, Hampson & Nelson
Pacific Building
Portland, Oregon

Attention of Mr. Morris

Gentlemen:

As requested by you we are sending you certified copies of letters and assignments of claim in connection with J. W. Feak Construction Company's contracts with the Oregon State Highway Commission.

Very truly yours,

Secretary

AJ

Letter to Union Indemnity 10-20-30
" of " " 10-22-1930
" Hal E. Hoss 10-30-1930
" to Union 11-31-
Assignment of Claim to Union Indemnity (1146)
" " " " " " (1184)

MARCH
Twenty-Fifth
1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of the inquiry contained in your letter of March 20, concerning time extensions for the various contracts under which work was performed on the Barnhouse Ranch-Picture Gorge Section, Project No. 134-D.

We find that two contracts, No. 1360 and 1216, are involved under the project, which overran their specified completion dates, and for which no information was submitted with the final voucher to cover the overruns in time.

Accordingly, we are enclosing herewith, copies of an excerpt from the minutes of the meeting on September 27, 1932 of the Highway Commission, which covers the additional time required to complete contract No. 1360, Oiling Project No. 10.

For contract No. 1216, Rock Creek Bridge, we find that no formal action was taken by the Commission. However, the records show that the bridge was actually completed on October 31, 1930, the specified completion date, and only a small amount of cleaning up work remained to be done. Accordingly, it was not deemed necessary to have formal action taken by the Commission for the short additional time required to clear up the work and get it in shape for final acceptance. No liquidated damages were charged to the contractor.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH

THE FOLLOWING IS AN EXTRACT OF THE MINUTES OF THE HIGHWAY COMMISSION MEETING OF SEPTEMBER 27, 1932

Project Nos. 123-A and 134-D

"J. F. Forbes Company, Contract No. 1360, oiling The Dalles-California and Ochoco Highways in Deschutes and Wheeler Counties (known as Oiling Project No. 10) requested an extension of time of fifteen days to September 15, 1932. The Engineer stated that the State has been caused no extra expense on account of the non-completion of this project within the time limit specified. He, therefore, recommended that the extension requested by granted without penalty. Recommendation approved by the unanimous vote of the Commission."

11-32
OMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

March 24, 1933

Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

Mr. Nash has requested an explanation of why the minutes of the Highway Commission do not show an extension of time having been granted to Kuckenberg-Wittman Co. Inc., on contract No. 1216 for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County.

The specifications stipulated that the job should be completed on or before October 31, 1930. An examination of our records discloses the fact that the work was complete, with the exception of a small amount of cleaning up, on October 31 and that on November 20, all cleaning up had been done and the job was accepted as complete. Inasmuch as the bridge was actually constructed before the specified completion date, it was not deemed necessary to grant an extension of time to the contractor.

Very truly yours

C. B. McCullough
Bridge Engineer

By
W. A. Reeves
Office Engineer

WAR LD

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 20, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with the final voucher for Oregon F.A.P. 134-D, Barnhouse Ranch-Picture Gorge section of the Ochoco Highway, you have advised us that the contract of J. W. Feak Construction Company was extended, but there are several other contracts on this project, each with a different completion date specified. Our records are not clear as to the definite date of completion of the individual contracts and we are accordingly not in a position to determine if the separate contracts were completed within the time specified. We would accordingly appreciate advice from you as to the dates of completion of the different contracts, whether or not extensions were granted, and definitely whether or not any liquidated damages were collected for any of the contracts on this project.

It has been assumed that the contracts were completed within the time specified, or within the period of such extensions as may have been granted. We have also assumed that no liquidated damages are applicable and the final voucher has been passed for payment. Notwithstanding this, receipt of the above requested information will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

March 20, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with the final voucher for Oregon F.A.P. 134-D, Barnhouse Ranch-Picture Gorge section of the Ochoco Highway, you have advised us that the contract of J. W. Peak Construction Company was extended, but there are several other contracts on this project, each with a different completion date specified. Our records are not clear as to the definite date of completion of the individual contracts and we are accordingly not in a position to determine if the separate contracts were completed within the time specified. We would accordingly appreciate advise from you as to the dates of completion of the different contracts, whether or not extensions were granted, and definitely whether or not any liquidated damages were collected for any of the contracts on this project.

It has been assumed that the contracts were completed within the time specified, or within the period of such extensions as may have been granted. We have also assumed that no liquidated damages are applicable and the final voucher has been passed for payment. Notwithstanding this, receipt of the above requested information will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

1340

February 15, 1938

J. W. Feak Construction Co.
1014 Pacific Building
Portland, Oregon

Gentlemen:

Reference is made to your night letter of February 9 stating that no one but J. W. Feak has authority to receive or make further and final settlement with the Oregon State Highway Commission in connection with the contract awarded to J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, and that all former assignments or authorizations are canceled.

Our records indicate that J. W. Feak Construction Company assigned all monies due or to become due on this project to the Union Indemnity Company which wrote the bond in connection therewith. We cannot disregard this assignment unless and until we have a letter from the proper representative of the Union Indemnity Company agreeing to the cancelation thereof. If you will furnish us with such a letter, we shall be pleased to honor it.

Very truly yours

Secretary

HDG:AJ

cc J. W. Feak Construction Co.
Tacoma, Washington

EQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201 S

OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon. TELEPHONE 3171

PR16 50 NL=TACOMA WASH FEB 9

1214

6-

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

OREGON STATE HIGHWAY COMMISSION=
SALEM ORG=

YOU ARE HEREBY NOTIFIED THAT NO ONE EXCEPT J W FEAK THE SECRETARY AND ONLY REMAINING EXECUTIVE AND AGENT FOR FEAK CONSTRUCTION COMPANY HAS AUTHORITY TO RECEIVE OR MAKE FURTHER AND FINAL SETTLEMENT WITH YOU ON OCHOCO CONTRACT ONE ONE FOUR SIX AND THAT ALL FORMER ASSIGNMENTS AND AUTHORIZATIONS CANCELLED=

J W FEAK CONSTRUCTION CO.

Devers and Carl Smith advised

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

S. H. Probert,
Office Engineer.

Dist. by J. W. Bach/ER.

encl.

July 2, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering covering the Barnhouse Ranch-Picture Gorge Section, Project No. 134-D.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department. Project No. 134-D.

BARNHOUSE RANCH-PICTURE GORGE SECTION
OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Substitute estimate for vouchering. Based on contract prices.)

Salem, Oregon, July 2, 1932.

Grading

West Unit (Sta. 1181+02.9 to Sta. 1545+00)

All Required		Clearing and Grubbing		Low Bid	$ 900.00
55,900	cu. yds.	Common Excavation	$0.30	" "	16,770.00
52,600	" "	Intermediate Excavation	0.41	" "	21,566.00
86,500	" "	Solid Rock Excavation	0.82	" "	70,930.00
173,000	yd. sta.	Overhaul	0.015	" "	2,595.00
72	cu. yds.	Class "A" Concrete	30.00	" "	2,160.00
6	" "	" "B" "	28.00	" "	168.00
6,400	lbs.	Metal Reinforcement	0.08	" "	512.00
60	cu. yds.	Riprap	2.25	" "	135.00
7	M-FBM	Lumber & Timber (Tres. Sta. 1533+40)	65.00	" "	455.00
700	lin. ft.	12" Concrete Pipe	1.50	2nd low bid	1,050.00
850	" "	18" " "	2.75	" " "	2,337.50
510	" "	24" " "	3.75	" " "	1,912.50

Sub-total (West Unit) $ 121,491.00

East Unit (Sta. 1545+00 to Sta. 1705+82.8)

All Required		Clearing and Grubbing		Low Bid	$ 400.00
14,000	cu. yds.	Common Excavation	$0.30	" "	4,200.00
20,700	" "	Intermediate Excavation	0.41	" "	8,487.00
56,700	" "	Solid Rock Excavation	0.82	" "	46,494.00
111,000	yd. sta.	Overhaul	0.015	" "	1,665.00
110	cu. yds.	Riprap	2.25	" "	247.50
400	lin. ft.	12" Concrete Pipe	1.50	2nd low bid	600.00
100	" "	18" " "	2.75	" " "	275.00
100	" "	24" " "	3.75	" " "	375.00

Sub-total (East Unit) $ 62,743.50

Sub-total (grading)	$184,234.50
10% Engr. & Cont.	18,423.45
Total (grading)	$202,657.95

Surfacing

13,300	cu. yds.	Base Materials in Surfacing	$ 1.86	$ 24,738.00
12,000	" "	Top Materials in Surfacing	1.91	22,920.00
3,850	" "	Key Materials in Surfacing	2.04	7,854.00
5,150	" "	Screenings in Surfacing	2.10	10,815.00
2,200	" "	Filler	0.25	550.00
4,400	yd. mi.	Filler Haul	0.18	792.00
3,100	cu. yds.	Selected Borrow	0.35	1,085.00
1,400	M-Gal.	Sprinkling	1.50	2,100.00
105,000	sq. yds.	Oiling Macadam Base	0.16 (Est.)	
83,000	sq. yds.	Oiling Macadam Base (State Forces)	0.16 (Est.)	13,280.00
				$84,134.00

Oil Mat Treatment (Contract Work)
(Sta. 1181+029 to Sta. 1234+00)

500	cu. yds.	1-1/4" - 3/4" Matls. in Stockpile	1.71 low bid	$ 855.00
200	" "	3/4" - 1/2" Matls. in Stockpile	1.91 " "	382.00
170	" "	1/2" - 1/4" Matls. in Stockpile	2.20 " "	374.00
				$ 1,611.00
2.0	miles	Preparation of Base	$75.00	$ 150.00
950	cu. yds.	Placing Mineral Aggregate	1.10	1,045.00
1,400	yd. mi.	Hauling Mineral Aggregate	0.18	252.00
70	tons	No. 3 Oil in Place	22.67	1,586.90
20	tons	Emulsified (or Cut-Back) Asphalt in Seal Coat	23.00	460.00
				$ 3,493.90

Sub-total, Surfacing	$ 89,238.90
10% Engr. & Cont.	8,923.89
Total......................	$ 98,162.79
Sub-total, All Work	$ 273,473.40
10% Engr. & Cont.	27,347.34
Total....................	$ 300,820.74

Rock Creek Bridge, West Unit

150	cu. yds.	Excavation	$ 5.00	2nd low bid	$ 750.00
30	" "	Excavation below plans	7.00	" " "	210.00
195	" "	Class "A" Concrete	28.00	" " "	5,460.00
125	" "	Class "B" Concrete	28.00	" " "	3,500.00
68,000	lbs.	Metal Reinforcement	0.06	" " "	4,080.00
310	lin. ft.	Concrete Handrail	4.00	" " "	1,240.00
					$15,240.00
			10% Engr. & Cont.		1,524.00
			Total...............		$16,764.00

Length of West Unit, (incl. bridge)	6.891 miles	
" " Rock Creek Bridge	.028 "	
" " West Unit, Net	6.863 "	
Length of East Unit	3.070 miles	
Length of Project, including bridge	9.961 miles	
" " " , excluding bridge	9.933 "	
Cost per mile, Roadway	$30,284.98	
Maximum legal Fed. Aid, 9.933 miles at	$18,669.00	$185,439.17

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Grading	$ 202,657.95	$ 126,114.04	$ --	$ 76,543.91
Surfacing prior to Aug. 31, 1931	66,183.37	33,091.68	33,091.69	--
Surfacing, after Aug. 31, 1931	31,979.42	19,900.79	--	12,078.63
Totals (Roadway)	$ 300,820.74	$ 179,106.51	$ 33,091.69	$ 88,622.54
1 Structure	16,764.00	10,432.23	--	6,331.77
	$ 317,584.74	$ 189,538.74	$ 33,091.69	$ 94,954.31

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
State Funds for Maintenance: Chapter 41, Laws 1927.

-#1146-

PR 1340

May 18, 1932

Linde Air Products Company,
599 Eighth Street,
San Francisco, California

Attention of Credit Department

Gentlemen:

Receipt is acknowledged of your letter of May 16, in which you make inquiry relative to State Highway Contract No. 1146, which was awarded to J. W. Peak Construction Company for the grading of the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This contract was completed on December 23, 1930, and this date is considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

LINDE AIR PRODUCTS COMPANY—PACIFIC COAST
UNIT OF UNION CARBIDE AND CARBON CORPORATION
UCC
599 EIGHTH STREET
SAN FRANCISCO, CALIF.

LINDE OXYGEN
UNION CARBIDE
PREST-O-LITE ACETYLENE
OXWELD APPARATUS AND SUPPLIES

EVERYTHING FOR OXWELDING AND CUTTING
LINDE OXYGEN
Prest-O-Lite
DISSOLVED ACETYLENE
Oxweld
APPARATUS AND SUPPLIES
UNION CARBIDE
UCC

RECEIVED
MAY 18 1932
OREGON
STATE HIGHWAY

Director of Public Works
Salem
Oregon

IN YOUR REPLY, PLEASE REFER TO
FILE: __________

May 16,1932

Dear Sir:

We are a creditor of the J.W.Feak Construction Company for materials furnished in connection with contract covering grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties. We understand the contract was bonded by the Union Indemnity Company with whom we filed our claim March 28,1931. Payment of same has not yet been made so it will undoubtedly be necessary to take further action.

Will you please advise the exact date on which the completion of the contract was accepted by the State of Oregon. Any other information you are able to furnish us that will enable speedy payment of the claim will be sincerely appreciated.

Yours very truly,

N J Turmell
Credit Department

N.J.Turmell/E

Dec. 23. 1930

LAP 28 PC

FR-134 B

May 12, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed five copies of estimate accompanying specifications, and five bid proposals for the following projects:

Project No. 37 - Dillon Unit, Seufert-Deschutes Section
Project No. 150-A - Pioneer Mtn.-Eddyville Section
Project No. 134-B - Barnhouse Ranch-Picture Gorge Sect.
Project No. 109-B - Bandon-South Section

Five blueprint copies of Sheet No. 2 of the plans for Project No. 109-B and 150-A are being sent under separate cover. The plans for Projects Nos. 37 and 134-B, previously sent to you, are correct.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department   Project No. 134-D

BARNHOUSE RANCH-PICTURE GORGE SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate with oil treatment specifications. Not as basis for substitute estimate.)

Salem, Oregon, May 12, 1932.

Grading

West Unit (Sta. 1181+02.9 to Sta. 1545+00)

Ⓐ

All Required	Clearing and Grubbing		Low Bid	$ 900.00
55,900 cu. yds.	Common Excavation	$0.30	" "	16,770.00
52,600 " "	Intermediate Excavation	0.41	" "	21,566.00
86,500 " "	Solid Rock Excavation	0.82	" "	70,930.00
173,000 yd. sta.	Overhaul	0.015	" "	2,595.00
72 cu. yds.	Class "A" Concrete	30.00	" "	2,160.00
6 " "	" "B" "	28.00	" "	168.00
6,400 lbs.	Metal Reinforcement	0.08	" "	512.00
60 cu. yds.	Riprap	2.25	" "	135.00
7 M-FBM	Lumber & Tbr. (Tres. Sta. 1533+40)	65.00	" "	455.00
700 lin. ft.	12" Concrete Pipe	1.50	2nd low bid	1,050.00
850 " "	18" " "	2.75	" " "	2,337.50
510 " "	24" " "	3.75	" " "	1,912.50
			Sub-total (West Unit)	$ 121,491.00

East Unit (Sta. 1545+00 to Sta. 1705+82.8)

All Required	Clearing and Grubbing		Low Bid	$ 400.00
14,000 cu. yds.	Common Excavation	$0.30	" "	4,200.00
20,700 " "	Intermediate Excavation	0.41	" "	8,487.00
56,700 " "	Solid Rock Excavation	0.82	" "	46,494.00
111,000 yd. sta.	Overhaul	0.015	" "	1,665.00
110 cu. yds.	Riprap	2.25	" "	247.50
400 lin. ft.	12" Concrete Pipe	1.50	2nd Low Bid	600.00
100 lin. ft.	18" " "	2.75	" " "	275.00
100 lin. ft.	24" " "	3.75	" " "	375.00
			Sub-total (East Unit)	$ 62,743.50
			Sub-total (grading)	$ 184,234.50
			10% Engr. & Cont.	18,423.45
			Total (grading)	$ 202,657.95

Surfacing

13,390	cu. yds.	Base Materials in Surfacing	$1.85	$ 24,738.00
12,000	" "	Top Materials in Surfacing	1.91	22,920.00
3,850	" "	Key Materials in Surfacing	2.04	7,854.00
5,150	" "	Screenings in Surfacing	2.10	10,815.00
2,200	" "	Filler	0.25	550.00
4,400	yd. mi.	Filler Haul	0.18	792.00
3,100	cu. yds.	Selected Borrow	0.35	1,085.00
1,400	M-Gal.	Sprinkling	1.50	2,100.00
105,000	sq. yds.	Oiling Macadam Base	0.16 (Est.)	
83,000	sq. yds.	Oiling Macadam Base (State Forces)	0.16 (Est.)	13,280.00
				$ 84,134.00

Oil Mat Treatment (Contract Work)
(Sta. 1181+029 to Sta. 1234+00)

500	cu. yds.	1-1/4" - 3/4" Matls. in Stockpile	$1.71 low bid	$ 855.00
200	" "	3/4" - 1/2" Matls. in Stockpile	1.91 " "	382.00
170	" "	1/2" - 1/4" Matls. in Stockpile	2.20 " "	374.00
				$ 1,611.00
2.0	miles	Preparation of Base	100.00	200.00
950	cu. yds.	Placing Mineral Aggregate	1.20	1,140.00
1,400	yd. mi.	Hauling Mineral Aggregate	0.15	210.00
70	tons	No. 3 Oil in Place	27.00	1,890.00
20	"	Emulsified (or Cut-back) Asphalt in Seal Coat	27.00	540.00
				$ 3,980.00

Sub-total (Surfacing)	$ 89,725.00
10% Engr. & Cont.	8,972.50
Total (Surfacing)	$ 98,697.50
	$273,959.50
10% Engr. & Cont.	27,395.95
Total, Roadway	$301,355.45

Rock Creek Bridge, West Unit

150	cu. yds.	Excavation	$ 5.00	2nd low bid	$750.00
30	" "	Excavation below plans	7.00	" " "	210.00
195	" "	Class "A" Concrete	28.00	" " "	5,460.00
125	" "	Class "D" Concrete	28.00	" " "	3,500.00
68,000	lbs.	Metal Reinforcement	0.06	" " "	4,080.00
310	lin. ft.	Concrete Handrail	4.00	" " "	1,240.00
					$15,240.00
			10% Engr. & Cont.		1,524.00
			Total- - - - - -		$ 16,764.00

Ⓑ

Length of West Unit, (incl. bridge)	6.891 miles
" " Rock Creek Bridge	.028 "
" " West Unit, Net	6.863 "
Length of East Unit	3.070 miles
Length of Project, including bridge	9.961 miles
" " " , excluding bridge	9.933 "
Cost per mile, roadway	$30,160.40

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
Grading	$202,657.95	$126,114.04	$ --	$ 76,543.91
Surf. prior to Aug. 31, 1931.	66,183.37	33,091.68 (50%)	33,091.69	--
Surf. subsequent to Sept. 1, 1931	32,514.13	20,233.54	--	12,280.59
Totals (Roadway)	$ 301,355.45	$179,439.26	$ 33,091.69	$ 88,824.50
1 structure	16,764.00	10,432.23	--	6,331.77
	$ 318,119.45	$ 189,871.49	$ 33,091.69	$ 95,156.27

April 11, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate to accompany bituminous macadam specifications for the Hot Lake-Union Section, Project No. 139-[illegible] These estimates have been revised in accordance with the request of Mr. Davis by telephone.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department   Project No. 139-D (Reap.)

HOT LAKE-UNION SECTION OF THE

OLD OREGON TRAIL IN UNION COUNTY

(Estimate with bituminous macadam specifications. Not as basis for modified agreement.)

Salem, Oregon, April 11, 1932.

FINAL QUANTITIES AS SHOWN BY FINAL VOUCHER

Agreement Estimate	$ 36,887.00
Engineering and Contingencies	2,485.28
Overruns	1,544.92
Total	$ 40,917.20

Total Cost on Which Federal Aid was Computed		$ 40,575.70
Total Federal Aid Paid		20,287.85
Total Emergency Advance Funds Paid		20,287.85
Length of Project, gross	4.932 miles	
Length of Katherine Bridge	.012 "	
Length of Project, net	4.920 "	

Cost per mile	$ 8,316.50
Federal Aid Paid per mile	4,123.54

Ⓐ

New Work, Bituminous Macadam Wearing Surface, Type B-11

Aggregate: (Contract 1271.)

3,440	cu. yds.	2 1/4" - 1 1/4" Matls. in Stockpile	$1.15	low	bid	$3,956.00
1,640	" "	1 1/4" - 3/4" " " "	1.15	"	"	1,886.00
700	" "	3/4" - 1/2" " " "	1.25	"	"	875.00
860	" "	1/2" - 1/4" " " "	1.25	"	"	1,075.00
22,000	Yd. Mi.	Hauling Broken Stone, Pile Meas.	.14	"	"	3,080.00
						$10,872.00

Construction of Wearing Surface:

4.9	miles	Preparation of Base	$ 50.00	est.	$ 245.00
7,000	Cu. Yds.	Placing Mineral Aggregate	1.00	"	7,000.00
10,500	yd. mi.	Hauling Mineral Aggregate	.18	"	1,890.00
420	Tons	Asphalt in Place	27.00	"	11,340.00
50	"	Emulsified Asphalt, or Cut-back Asphalt in Place	30.00	"	1,500.00
1,500	cu. yds.	Gravel Shoulders	.40	"	600.00
3,000	yd. mi.	Hauling Gravel Shoulders	.15	"	450.00
					$23,025.00

	$33,897.00
10% Engr. & Cont.	3,389.70
Total	$37,286.70

Length of New Work 4.920 miles
Cost per mile, New Work $7,578.60

Federal Aid Allowable on New Work,-
$18,669.00 - $4,123.54 = $14,545.46 per mile.

Total Federal Aid Allowable, 4.920 miles at $14,545.46	$71,563.66
Federal Aid Requested on New Work,- 62.23% of $37,286.70	$23,203.51

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
New Work:				
Bit. Mac.	$ 37,286.70	$ 23,203.51	$ [illegible]	$ 14,083.19
Old Work:	40,917.20	20,287.85	20,287.85	341.50
Totals, All Work	$78,203.90	$ 43,491.36	$ 20,287.85	$ 14,424.69

PR1340

December 14, 1951

Mr. W. L. Cooper,
Attorney at Law,
Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

As requested by you in your letter of December 9, we are pleased to hand you herewith a certified copy of affidavit of claim of Jess Cromer against the bond furnished by J. W. Peak Construction Co., in connection with State Highway Contract No. 1148.

There is no charge for this certified copy.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

W. L. COOPER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

December 11th, 1931.

State Highway Commission
Salem, Oregon

Gentlemen:

I admit that I was negligent in not stating the nature of the claim of Jess Cromer in my letter to you of the 9th which you answered on the 10th stating that you could not give me a certified copy until the information was received.

The affidavit was in the case of Jess Cromer v. J. W. Feak, et el, contract number 1146, barn house, ranch, picture gorge section in Wheeler and Grant counties, dated January 16th, 1930.

The certified claim that I want was filed by Jess Cromer on or about July 3rd, 1931.

Yours truly,

W L Cooper

WLC:MD

December 10, 1931

Mr. W. L. Cooper,
Attorney at Law,
Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the ninth inst., in which you state that you desire a certified copy of the affidavit of claim of Jess Cromer which you filed with us on July 3.

As you did not state against whom the claim was, we are not in a position to furnish you with the requested copy.

If you will notify us the name of the contractor to whom the state highway contract was awarded, we will be pleased to immediately comply with your request.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

W. L. COOPER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

December 9th, 1931.

Oregon State Highway Com.
Salem, Oregon

Gentlemen:

On July 3rd, 1931, I sent you an affidavit of claim of Jess Cromer and would like to get a certified copy of the claim for the purpose of introducing in evidence in the trial of the case in the District Court of the State of Oregon for the County of Multnomah; also send me your bill for the same and I will remit.

Yours truly,

W L Cooper

[illegible]

---

materials furnished in the sum of $15.50, in connection with State Highway Contract #1146 for the grading of the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

Copies of the notice are being mailed to the contractor and the surety on its bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

#1146
PR1340

October 6, 1931

Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Attention of Edith Libby.

Dear Sir:

This is to acknowledge receipt of your letter of the 5th inst., in which you enclose three certified copies of the notice of claim which has been filed by John Day Hardware Company, through its attorney, Mr. Earl B. Moore, against J. W. Feak Construction Company for materials furnished in the sum of $15.30, in connection with State Highway Contract #1146 for the grading of the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

Copies of the notice are being mailed to the contractor and the surety on its bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

October 6, 1951

Union Indemnity Company,
Irving L. Webster & Co., Agents,
70 Fourth St.,
Portland, Oregon.

Gentlemen:

We hand you herewith a certified copy of notice of claim of John Day Hardware Company for materials furnished in the sum of $15.30 to J. W. Peak Construction, in connection with State Highway Contract #1146—for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC J. W. Peak Construction Co.,
504 Puyallup Ave.
Tacoma, Wn.

#1148

October 6, 1931

Mr. Earl B. Moore,
Lawyer,
John Day, Oregon.

Dear Sir:

A copy of your letter of October 2nd, addressed to the Secretary of State, has been forwarded to this office, together with copies of claim of John Day Hardware Company which you filed against the J. W. Peak Construction Company in connection with State Highway Contract #1148 - grading of the Barnhouse-Ranch Picture Gorge Section of the Ochoco Highway.

The above mentioned work was completed on December 23, 1930, which date is also considered as the date of acceptance by the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ Secretary

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
OCT 6 1931
OREGON
STATE HIGHWAY COMMISSION

October 5, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. Earl B. Moore, Attorney, John Day, Oregon, and filed as of this date a notice of claim by John Day Hardware Company for materials furnished in the sum of $13.30 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing herewith for your information and files a copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

P. S. We are enclosing for your attention a copy of the letter from Earl B. Moore requesting the date the above work was accepted by the state of Oregon.

#114

COPY

EARL B. MOORE
Lawyer
Grant County
John Day, Oregon

Oct. 2, 1931

Secretary of State,
Salem, Oregon.

Dear Sir:

Enclosed you will find the copy of a Notice against the Peak Construction Company.

Will you kindly let me know when the work was accepted by the State of Oregon? You will also find a copy of thebill enclosed which you may file with the Notice.

Very truly yours,

EARL B. MOORE

EBM:B
Encls.

TO THE SECRETARY OF STATE and
TO THE STATE OF OREGON.

NOTICE IS HEREBY GIVEN: That the undersigned JOHN DAY HARDWARE COMPANY, a corporation, has a claim for materials in the sum of $13.30 against the bond taken from the J. W. Feak Construction Company as principal, and The Union Indemnity Company as surety, for the work of construction upon the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Grant and Wheeler Counties;

That a copy of the bill due is hereto attached as Exhibit "A" of this Notice.

JOHN DAY HARDWARE COMPANY, a corporation.

By ROSS MALONEY
Manager

John Day, Oregon ____________ 19__

M J. W. FEAK CONS'T CO.

KIMBERLEY, OREGON
in account with
JOHN DAY HARDWARE CO.
Dealers in
Hardware, Furniture and Sporting Goods

2% off for cash before 10th of month following date of purchase. 8% interest charged on overdue accounts.

		Debit	Credit
July 30	pipe union & gaskets	1 25	
Aug. 4	hose 5.95 faucet 1.00	6 95	
Sept. 2	½ doz. ells 2.40 couplings 2.70	5 10	
		13 30	

Endorsed: File No.1013
Filed October 5, 1931
HAL E. HOSS,
Secretary of State.

#1146
Grant
Wheeler Co

September 3, 1931

134-D

Mr. Robert R. Rankin,
Attorney at Law,
Pacific Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of September 2nd with reference to the J. W. Feak Construction Company contract No. 1146 - Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

Please be advised that this contract was completed on December 23, 1930. The retained percentage is $2,500.00 and final payment has not yet been made.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1146

ROBERT R. RANKIN
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

BERT S. GOODING

Sept. 2, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:-

Re: State of Ore. ex rel Fletcher Tire Co.
vs. J. W. Feak et al

Sometime ago, you will recall we filed a claim with you regarding the above matter and subsequently instituted action.

Would you kindly advise me how much money has been retained by the Commission to meet the claims against J. W. Feak of the Feak Construction Company?

Yours respectfully,

Robert R. Rankin

RRR/M

Retained - $2,500.00
Completed Dec. 23, 1930

Jim –
What is the dope

August 27, 1931

134-D

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Miss Alene Phillips.

Dear Sir:

Receipt is acknowledged of your letter of August 25th, in which you enclosed copies of notice of claim filed by S. S. Schall against J. N. Feak Construction Company for material, labor and equipment furnished to said company in connection with the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, State Highway Contract #1148.

We are today forwarding a copy of the notice to the contractors, J. N. Feak Construction Company, and also to Union Indemnity Company, the surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 27, 1931

Union Indemnity Company,
Irving L. Webster & Co.,
70 Fourth St.,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on the 19th day of August, 1931, in the office of the Secretary of State by S. S. Schell against the J. W. Feak Construction Company for material, labor and equipment furnished them in connection with the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, State Highway Contract #1146.

This is for your information as you appear as surety on the bond furnished by J. W. Feak Construction Company in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC J. W. Feak Construction Co.,

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
HIGHWAY COMMISSION

August 25, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise that we have received and filed as of August 19th notice of claim by S. S. Schell for material, labor and equipment furnished in the sum of $10,245.62, against the bond taken from the Feak Construction Company.

We are enclosing certified copy of this notice for your information and file together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Alene Phillips

EL:L

August 17, 1931

SECRETARY OF STATE,
STATE HIGHWAY COMMISSION,
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN that S. S.Schell hereby presents a claim for material, labor, equipment and rental against the Feak Construction Company for use on and which was used in and upon the Ochoco Highway in Wheeler and Grant Counties on the Bernshouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, under and by virtue of an oral agreement entered into with one R. W.Shaffer, a partner and manager of Feak Construction Company and later confirmed by written agreement on March 18, 1930, a copy of which is attached hereto, marked "Exhibit A " and made a part of this notice.

The following items are due as per the above contract:

1930

Feb 26 - Mar 26		$1139.00
Mar 26 - Apr 26		1139.00
Apr 26 - May 26	(Additional $410 for 2 shifts)	1549.00
May 26 - June 26	" 820 for 3 "	1959.00
Jun 26 - Jul 26	" 820 for 3 "	1959.00
Jul 26 - Aug 26	" 410 for 2 "	1549.00
Aug 26 - Sep 26		1139.00
Sept 26- Oct 26		1139.00
Oct 26 - Nov 26		1139.00
Nov 26 - Dec 26		1139.00
		$13,850.00
Mar 26 - Payment by R. W. Shaffer on notes of S. S. Schell to Marion Steam Shovel Co. without consent of S. S. Schell, but S. S. Schell being willing same be deducted from amount due		3,604.38
Amount due December 26, 1930		$10,245.62

S. S. SCHELL
Claimant.

Subscribed and sworn to before me
this 17th day of August, 1931

F. S. Senn
Notary Public for Oregon
My com. ex. Oct 25, 1932

(SEAL)

EXHIBIT A

March 18, 1930

S. S. SCHELL, of Portland, Oregon, being the owner of the personal property herinafter described and hereinafter known as the lesser, and being agreeable to leasing said personal property to R. W. Shaffer, J. W. Feak and H. R. Lehrer,, doing business as the Feak Construction Company, hereinafter known as the lessees, and who are agreeable to leasing and renting said property from the lesser in accordance with the terms of this agreement, said property all being located at Dayville, Oregon,

NOW THEREFORE, the lessees agree to pay to the lessor as rental for the use of said personal property as follows:

One gas electric shovel, #6185, $820.00 per month for each and every month while the said property is in the possession of the lessees, said rental to be paid on a basis of one shift of eight hours. Should it be used more than eight hours per day there shall be an additional rental at the rate of $410.00 per months, depending on the amount of time said shovel was used.

20 Caterpillar tractor, $150.00 per month on a basis of an eight hour shift; if used more than 8 hours for any one day it shall be paid at the rate of 50% additional.

one Rotary Scraper No. K66, Serial 2825, $25.00 per month.

One Scarafier, serial 8165, $25.00 per month.

One Jack Hammer B.C.R. No. 163463, $15.00 per month.

Water tank and fittings, $2.00 per month

One engine #545324 and pump, $10.00 per month.

One engine #501245 and pump, $10.00 per month.

Typewriter and ad ing machine, $10.00 per month.

One gas tank with pump, (750. gallons) $12.00 per month

One light plant on Ford chassis, $10.00 per month.

Camp equipment, cots, blankets, etc., miscellaneous sup lies,

$50.00 per month.

That the rental on said property shall begin with and date from February 26, 1930, and said monthly rental shall be due and payable for each and every month after said February 26, 1930, and shall continue to be payable and due for each and every month until the lessees return said property to the lessor at Portland, Oregon. That the rental shall be payable at the expiration of each and every month.

It is further agreed that in the event of the destruction or non-return of any of said personal oroperty from any cause whatsoever, the lessees shall pay to the lessor the value of said property not returned or which is destroyed.

It is further agreed that the lessees agree to return said property to the lessor at Portland, Oregon, free from all liens and obligations of any kind or nature. Should the lessor be required to pay any costs or expense of loading or unloading or transportation of any kind on said goods, the same shall be charged to the lessees and the lessees

Neal Phillips

hereby agree to pay the same.

The lessees agree to protect and save harmless the lesser against any loss by fire, flood, explosion, theft or otherwise, until said property is returned to the lessor at Portland, Oregon. The lessees agree to keep said property in the same condition as when received, it being understood that all property is in good condition, ordinary wear resulting therefrom from ordinary use alone excepted.

The lessees hereby acknowledge receipt of said goods and articles.

The lessees hereby agree to pay and reimburse the lessor for any charges incidental to breakage, shortage or damage to said property during the life of this agreement and lease.

The lessees hereby agree to keep said property in their custody as bailee at Dayville, Oregon and shall not remove the same without the lessor's consent in writing first obtained, title and ownership of said property to remain in the lessor.

It is further contracted and agreed that the lessees agree to utilize said personal property for one shift only per week day and any additional time over and above one shift, additional pay shall be had as before stated.

The lessees further agree to give the lessor five days' notice in writing of the time when said property will be returned.

Any legal charges, attorney fees or other expenses which the lessor shall be put to in securing possession of this property shall be paid by the lessees and the lessor shall be reimbursed for any such expenditures.

Time is of the essence of this contract and no modifications of this contract shall be binding on the lessor.

This agreement becomes effective as of February 28, 1930.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 18th day of March, 1930.

J. W. FEAK, H. R. LOHRER and R. W. SHAFFER

Doing business as J. W. Feak Const. Co.

By R. W. Shaffer.

S. S. SCHELL

ENDORSED;
File No. 968
Filed August 14, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by S. S. Schell for material, labor, equipment and rental in the sum of $10,245.62 against the Feak Construction Company for use in and upon the Ochoco Highway in Wheeler and Grant Counties on the Barnshouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on August 19, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of August, A. D. 1931.

Hal E Hoss

Secretary of State

Alene Phillips

#1146

PR1348

August 19, 1931

Senn & Recken,
Lawyers,
908 Public Service Bldg.,
Portland, Oregon.

Attention of Mr. F. S. Senn.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 18th inst., enclosing revised copy of claim of S. S. Schell against the J. W. Peak Construction Company for material, labor, equipment and rental in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, being State Highway Contract No. 1146.

We are today filing this amended claim against this particular job.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

SENN & RECKEN
LAWYERS
808 PUBLIC SERVICE BUILDING
OFFICE PHONE: ATWATER 0872

F. S. SENN
L. A. RECKEN
W. E. CAMERON

RECEIVED
AUG 19 1931
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, OREGON.

August 18, 1931

State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose you copy of notice of claim under the bond of the Feak Construction Company, being on Barnshouse Ranch - Picture Gorge Section, Project No. 1236, Contract No. 1146.

We filed a claim under this at a previous time but at that time the amount of the claim was a little less than it is now and we are sending the amount of the claim as revised.

We have also sent this claim to the Secretary of State and are merely sending this to you for your files.

Very truly yours,

F S Senn

FSS:M
Encl.

ANSWERED
H. B. G.

August 17, 1931

SECRETARY OF STATE,
STATE HIGHWAY COMMISSION,
Salem, Oregon.

Gentlemen:

NOTICE IS HEREBY GIVEN that S. S. SCHELL hereby presents a claim for material, labor, equipment and rental against the Feak ConstructionCompany for use on and which was used in and upon the Ochoco Highway in Wheeler and Grant Counties on the Barnshouse Ranch- Picture Gorge Section, Project No. 1236, Contract No. 1146, under and by virtue of an oral agreement entered into with one R. W. Shaffer, a partner and manager of Feak Construction Company and later confirmed by written agreement on March 18, 1930, a copy of which is attached hereto, marked "Exhibit A" and made a part of this notice.

The following items are due as per the above contract:

1930

Feb 26 - Mar 26		$1139.00
Mar 26 - Apr 26		1139.00
Apr 26 - May 26	(Additional $410 for 2 shifts)	1549.00
May 26 - June 26	" $820 for 3 "	1959.00
Jun 26 - Jul 26	" $820 for 3 "	1959.00
Jul 26 - Aug 26	" $410 for 2 "	1549.00
Aug 26 - Sep 26		1139.00
Sept 26- Oct 26		1139.00
Oct 26 - Nov 26		1139.00
Nov 26 - Dec 26		1139.00
		$13,850.00
Mar 28 - Payment by R. W. Shaffer on notes of S. S. Schell to Marion Steam Shovel Co. without consent of S. S. Schell, but S. S.Schell being willing same be deducted from amount due		3,604.38
Amount due December 26, 1930		$10,245.62

S. S. Schell
Claimant.

Subscribed and sworn to before me this 17th day of August, 1931.

Notary Public for Oregon
My com. ex. Oct 25, 1932

Seal

EXHIBIT A

March 18, 1930

S. S. SCHELL, of Portland, Oregon, being the owner of the personal property hereinafter described and hereinafter known as the lessor, and being agreeable to leasing said personal property to R. W. Shaffer, J. W. Feak and P. R. Lohrer, doing business as the Feak Construction Company, hereinafter known as the lessees, and who are agreeable to leasing and renting said property from the lessor in accordance with the terms of this agreement, said property all being located at Dayville, Oregon,

NOW THEREFORE, the lessees agree to pay to the lessor as rental for the use of said personal property as follows:

One gas electric shovel, #6183, $820.00 per month for each and every month while the said property is in the possession of the lessees, said rental to be paid on a basis of one shift of eight hours. Should it be used more than eight hours per day there shall be an additional rental at the rate of $410.00 per months, depending on the amount of time said shovel was used.

20 Caterpillar tractor, $150.00 per month on a basis of an eight hour shift; if used more than 8 hours for any one day it shall be paid at the rate of 50% additional.

One Rotary Scraper No. K66, Serial 2825, $25.00 per month.

One Scarafier, serial 8165, $25.00 per month.

One Jack Hammer B.C.R. No. 163463, $15.00 per month.

Water tank and fittings, $2.00 per month.

One engine #545324 and pump, $10.00 per month.

One engine, #501245 and pump, $10.00 per month.

Typewriter and adding machine, $10.00 per month.

One gas tank with pump, (750. gallons) $12.00 per month

One light plant on Ford chassis, $10.00 per month.

Camp equipment, cots, blankets, etc., miscellaneous supplies, $50.00 per month.

That the rental on said property shall begin with and date from February 26, 1930, and said monthly rental shall be due and payable for each and every month after said February 26, 1930, and shall continue to be payable and due for each and every month until the lessees return said property to the lessor at Portland, Oregon. That the rental shall be payable at the expiration of each and every month.

It is further agreed that in the event of the destruction or non-return of any of said personal property from any cause whatsoever, the lessees shall pay to the lessor the value of said property not returned or which is destroyed.

It is further agreed that the lessees agree to return said property to the lessor at Portland, Oregon, free from all liens and obligations of any kind or nature. Should the lessor be required to pay any costs or expense of loading or unloading or transportation of any kind on said goods, the same shall be charged to the lessees and the lessees hereby agree to pay the same.

The lessees agree to protect and save harmless the lessor against any loss by fire, flood, explosion, theft or otherwise, until said property is returned to the lessor at Portland, Oregon. The lessees agree to keep said property in the same condition as when received, it being understood that all property is in good condition, ordinary wear resulting therefrom from ordinary use alone excepted.

The lessees hereby acknowledge receipt of said goods and articles.

The lessees hereby agree to pay and reimburse the lessor for any charges incidental to breakage, shortage or damage to said property during the life of this agreement and lease.

The lessees hereby agree to keep said property in their custody as bailee at Dayville, Oregon and shall not remove the same without the lessor's consent in writing first obtained, title and ownership of said property to remain in the lessor.

It is further contracted and agreed that the lessees agree to utilize said personal property for one shift only per week day and any additional time over and above one shift, additional pay shall be had as before stated.

The lessees further agree to give the lessor five days' notice in writing of the time when said property will be returned.

Any legal charges, attorney fees or other expenses which the lessor shall be put to in securing possession of this property shall be paid by the lessees and the lessor shall be reimbursed for any such expenditures.

Time is of the essence of this contract and no modifications of this contract shall be binding on the lessor.

This agreement becomes effective as of February 26, 1930.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 18th day of March, 1930.

J. W. FEAK, H. R. LOHRER and R. W.SHAFFER
doing business as J. W. Feak Const. Co.
By R. W. Shaffer.
S. S. SCHELL

#1146

PR1340

August 17, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
70 Fourth Street
Portland, Oregon

Gentlemen:

This is to advise you that we have today received a notice of claim from the John Day Hardware Co., Inc. of John Day, Oregon, which claim is against the J. W. Feak Construction Company in connection with the contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway and is in the sum of $13.43, being the balance due on the J. W. Feak Construction Company's account.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

cc J. W. Feak Construction Company
504 Puyallup Avenue
Tacoma, Washington

August 17, 1931

John Day Hardware Co., Inc.
John Day, Oregon

Gentlemen:

Reply is made to your letter of the 14th instant in which you advise us of your claim in the sum of $13.43 against the J. W. Feak Construction Company for balance due on their account with you for furnishing materials in connection with the contract awarded them by the State Highway Commission for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

In connection with the contract the J. W. Feak Construction Company furnished the State with a surety bond for the protection of claims. This bond is offered to you for your protection. Would suggest that you take the matter up with the bonding company, which in this instance is the Union Indemnity Company, Irving L. Webster Inc., 70 Fourth Street, Portland, Oregon. If you do not secure satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1920, a mimeographed copy of which we inclose.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

John Day Hardware Co., Inc.
HARDWARE AND FURNITURE

John Day, Ore.

Aug. 14, 1931.

Oregon State Highway Commission.
Salem, Ore.

Gentlemen:

We are enclosing a statement, showing a balance due us of $13.43, on the account of The J.W.Feak Construction Co.

The purchases on this account, were made during the time since8/1/30, and we are unable to get any response from the concern,in answer to our many requests for payment.

The account was contracted during the construction or repairing of highways near Kimberley and Mount Vernon, Ore.

Will you kindly advise us as to what course to persue, to make collection of the account. We do not know the name of the bonding company with whom this company was bonded, and any information that you may see fit to give us will be greatly appreciated.

Thanking you, we are, very truly yours,
John Day Hdw. Co.
By Ross Maloney

RECEIVED
AUG 17 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

By

AJ Secretary

CC J. W. Feak Construction Co.,
506 Puyallup Ave.
Tacoma, Wn.

#1146

348.

John Day, Oregon Aug 1 1931

M J W Feak Con. Co.
Kimberly & Mt Vernon, Ore.

IN ACCOUNT WITH

JOHN DAY HARDWARE CO.

Dealers In

HARDWARE, FURNITURE AND SPORTING GOODS

2% off for cash before 10th of month following date of purchase. 8% interest charged on overdue accounts.

			DEBIT	CREDIT
Aug	1	Balance due on account	13 43	
		(Purchase were made during time) (since Aug 1930		

Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ

Secretary

CC J. W. Feak Construction Co.,
504 Puyallup Ave.
Tacoma, Wn.

#1146

PR134D.

August 4, 1951

Union Indemnity Co.,
Irving L. Webster & Co., Agents,
70 Fourth St.,
Portland, Ore.

Gentlemen:

We hand you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by Carstens Packing Company against J. W. Feak Construction Company. This claim is in the sum of $1127.38 for meat products furnished in connection with the contract of the J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ

Secretary

CC J. W. Feak Construction Co.,
504 Puyallup Ave.
Tacoma, Wn.

August 4, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Attention of Edith Libby.

This will acknowledge receipt of your letter of August 3rd, enclosing copies of notice of claim filed by Carstens Packing Company against J. W. Feak Construction Company for meat products furnished them in connection with the work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, being State Highway Contract No. 1146.

We are today forwarding a copy of the notice to the contractor, J. W. Feak Construction Company, and also a copy to the Union Indemnity Company, surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 3, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from M. B. Meacham, Attorney, Portland, Oregon, and filed as of this date a notice of claim by Carstens Packing Company for meat products furnished in the sum of $1127.38 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, contract No. 1146.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State

HM

By Edith Libby

RECEIVED
AUG [illegible] 1931

NOTICE OF CLAIM AGAINST BOND OF J. W. FEAK CONSTRUCTION CO.

To the State Highway Commission of the State of Oregon, and to Hal E. Hoss, Secretary of State of the State of Oregon:

Notice is hereby given that Carstens Packing Company, an Oregon corporation, has a claim for meats and meat products furnished in the sum of $1127.58 against the bond taken from J. W. Feak Construction Company, a co-partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer as principals, and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties in the State of Oregon, the said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co., as contractor, which contract is number 1146 of the said State Highway Commission; the said copartnership J. W. Feak Construction Co. later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organised under the laws of the State of Oregon, which said assignment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of Carstens Packing Company is a claim against said bond as the bond of the copartnership J. W. Feak Construction Company, and as the bond of the corporation J. W. Feak Construction Company.

This claim is for meats and meat products which were used by said J. W. Feak, H. R. Lohrer and R. W. Shaffer, doing business as J. W. Feak Construction Company and under said firm name and style, and also by J. W. Feak Construction Company, an Oregon corporation, in supplying the laborers on said contract with food and sustenance while they were engaged in the work of carrying out said contract under an agreement between said laborers and said J. W. Feak Construction Company, both as a partnership and as a corporation, whereby said meats and meat products were accepted by said laborers along with other foodstuffs and groceries in part compensation for their services in working under said contract.

Dated at Portland, Oregon, this 1st day of August, 1931.

CARSTENS PACKING COMPANY

BY M. B. MEACHAM
President.

CARSTENS PACKING COMPANY

BY M. B. MEACHAM
Attorney.

Endorsed: File No. 965
Filed August 3, 1931
HAL E. HOSS,
Secretary of State.

#1146

PR 134-D

August 5, 1931

Mr. M. B. Meacham, Lawyer,
631 Pacific Building,
Portland, Ore.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the first instant, enclosing notice of claim of Carstens Packing Company against J. W. Peak Construction Company for meats and meat products furnished to this company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

In accordance with our usual practice, we are today notifying the bonding company of the existence of this claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

August 8, 1931

Union Indemnity Company,
Irving L. Webster Co., Agents,
70 Fourth Street,
Portland, Oregon.

Gentlemen:

We have today received from W. B. Meacham, Lawyer, Portland, Oregon, notice of claim of Carstens Packing Company against J. W. Feak Construction Company for meats and meat products furnished J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties. The amount of the claim is $1127.38.

This information is given you as you appear as surety on the bond of the contractor, J. W. Feak Construction Company.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC J. W. Feak Construction Co.,
504 Puyallup,
Tacoma, Wn.

LAW OFFICES
M. B. MEACHAM
631 PACIFIC BUILDING
PORTLAND, OREGON

August 1, 1931.

State Highway Commission of Oregon,
Salem, Oregon.

Gentlemen:

I inclose you herewith Notice of Claim of Carstens Packing Company against the bond taken from J. W. Feak Construction Company for the work of construction of Barnhouse Ranch Picture Gorge Section of the Ochoco Highway, being contract No. 1146.

Very truly yours,

BM E

Encl.

ANSWERED
H. B. G.

RECEIVED
AUG 8 1931

NOTICE OF CLAIM AGAINST BOND OF J. W. FEAK CONSTRUCTION CO.

To the State Highway Commission of the State of Oregon, and to Hal E. Hoss,
Secretary of State of the State of Oregon:

Notice is hereby given that Carstens Packing Company, an Oregon corporation, has a claim for meats and meat products furnished in the sum of $1127.38 against the bond taken from J. W. Feak Construction Company, a co-partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer as principals, and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties in the State of Oregon, the said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co., as contractor, which contract is number 1146 of the said State Highway Commission; the said copartnership J. W. Feak Construction Co. later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organised under the laws of the State of Oregon, which said assighment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of Carstens Packing Company is a claim against said bond as the bond of the co-partnership J. W. Feak Construction Company, and as the bond of the corporation J. W. Feak Construction Company,

This claim is for meats and meat products which were used by said J. W. Feak, H. R. Lohrer and R. W. Shaffer, doing business as J. W. Feak Construction Company and under said firm name and style, and also by J. W. Feak Construction Company, an Oregon corporation, in supplying the laborers on said contract with food and sustenance while they were engaged in the work of carrying out said contract under an agreement between said laborers and said J. W. Feak Construction Company, both as a partnership and as a corporation, whereby said meats and meat products were accepted by said laborers along with other foodstuffs and groceries in part compensation for their services in working under said contract.

Dated at Portland, Oregon, this 1st day of August, 1931.

CARSTENS PACKING COMPANY

BY W B Meacham

President.

CARSTENS PACKING COMPANY

BY W B Meacham

Attorney.

#1146

PR134D

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sirs:

This is to acknowledge receipt of your letter of the 31st in which you inclose three copies of the notice of claim of the Sunset Electric Company against the J. W. Peak Construction Company for materials and supplies furnished the contractors in the sum of $141.61 in connection with the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

August 1, 1931

Union Indemnity Company
Irving L. Webster, Agent
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith copies of notices which have been filed in the office of the Secretary of State against the J. W. Feak Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section contract by the following:

Sunset Electric Company	$ 141.61
Hirsch-Weis Manufacturing Company	613.00
Weyenberg Shoe Manufacturing Company	139.07
Crown Mills	17.10
Clyde Equipment Company	753.44
Kilham Stationery & Printing Company	39.42

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FH
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from E. A. Boynie, Attorney, Portland, Oregon, and filed as of this date a notice of claim by Sunset Electric Company for materials and supplies furnished in the sum of $141.61 against the bond taken from J. W. Feak Construction Company, principal, and United Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Lowry

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, SUNSET ELECTRIC COMPANY, has a claim for materials and/or supplies consisting of electrical, etc., supplies in the sum of One Hundred Forty-one and 61/100ths ($141.61) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Piture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

SUNSET ELECTRIC COMPANY,

By E. W. GROSS

Credit Manager

STATE OF OREGON, }
County of Multnomah } SS.

I, E. W. GROSS, being first duly sworn, depose and say that I am CREDIT MANAGER of SUNSET ELECTRIC COMPANY, and am familiar with the matters hereinafter stated by me:

That said SUNSET ELECTRIC COMPANY furnished materials and supplies for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of One Hundred Forty-one and 61/100ths ($141.61) Dollars.

E. W. GROSS

Subscribed and sworn to before me this 14th day of May, 1931.

(SEAL)

EDWARD A. BOYRIE
Notary Public for Oregon.
My commission expires: May 21, 1934

Endorsed: File No. 959
Filed July 31, 1931
HAL E. HOSS
Secretary of State

#114

PR134D

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We wish to acknowledge receipt of the notice of claim which has been filed in your office by Hirsch-Weis Manufacturing Company for materials furnished in the sum of $813.00 to the J. W. Peak Construction Company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding copies of the notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

August 1, 1931

Union Indemnity Company
Irving L. Webster, Agent
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith copies of notices which have been filed in the office of the Secretary of State against the J. W. Fenk Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section contract by the following:

Sunset Electric Company	$ 141.61
Hirsch-Weis Manufacturing Company	413.00
Meyenberg Shoe Manufacturing Company	139.07
Crown Mills	17.10
Clyde Equipment Company	753.44
Kilham Stationery & Printing Company	39.42

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Enc.

cc J. W. Fenk Construction Co.
504 Puyallup Avenue
Tacoma, Washington

E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Hirsch-Weis Manufacuring Company for materials furnished in the sum of $813.00 against the bond taken from J. W. Feak Construction Company, principal, and United Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Lacey

HM

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, HIRSCH-WEIS MANUFACTURING CO., has a claim for materials provisions and/or supplies consisting of clothing and commissary supplies in the sum of Eight Hundred Thirteen and no/100ths ($813.00) Dollars, against the bond taken from J. W. PEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

HIRSCH-WEIS MANUFACTURING CO.,
By E. W. ROSS
CREDIT MANAGER

STATE OF OREGON,)
County of Multnomah) SS.

I, E. W. ROSS, being first duly sworn, depose and say that I am Credit Manager of HIRSCH-WEIS MANUFACTURING CO., and am familiar with the matters hereinafter stated by me:

That said HIRSCH-WEIS MANUFACTURING CO. furnished materials for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of Eight Hundred Thirteen and no/100ths ($813.00) Dollars.

E. W. ROSS

Subsdribed and sworn to before me this 23rd day of May, 1931.

(SEAL)

Edward A. Boyrie
Notary Public for Oregon.

My commission expires: May 21, 1934.

Endorsed: File No. 960
Filed July 31, 1931
HAL E. HOSS,
Secretary of State.

#1146

PR1342

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of July 31st in which you inclose three copies of the notice of claim which has been filed in your office by Weyenberg Shoe Mfg. Company for materials furnished in the sum of $139.07 in connection with the contract awarded the J. W. Feak Construction Company for the work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are today forwarding copies of this notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

August 1, 1934

Union Indemnity Company
Irving L. Webster, Agent
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith copies of notices which have been filed in the office of the Secretary of State against the J. W. Peck Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section contract by the following:

Sunset Electric Company	$ 141.61
Hirsch-Weis Manufacturing Company	813.00
Weyenberg Shoe Manufacturing Company	139.07
Crown Mills	17.10
Clyde Equipment Company	755.44
Kilham Stationery & Printing Company	39.42

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW
Inc.

cc J. W. Peck Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Weyenberg Shoe Mfg. Company for materials furnished in the sum of $139.07 against the bond taken from J. W. Feak Construction Company, principal, and United Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enlcosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith [illegible]

HM

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, WEYENBERG SHOE MFG. COMPANY, has a claim for materials and/or supplies consisting of clothing and commissary supplies in the sum of One Hundred Thirty-nine and 07/100ths ($139.07) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

WEYENBERG SHOE MFG. COMPANY,

By I. L. McCABE
ASST. MANAGER

STATE OF OREGON, }
} SS.
County of Multnomah }

I, I. L. McCABE, being first duly sworn, depose and say that I am Credit Manager of WEYENBERG SHOE MFG. COMPANY, and am familiar with the matters hereinafter stated by me:

That said WEYENBERG SHOE MFG. COMPANY furnished materials and supplies for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of ONE HUNDRED THIRTY-NINE and 07/100ths ($139.07) Dollars.

I. L. McCABE

Subscribed and sworn to before me this 25th day of March, 1931.

CHARLES W. MARTIN

Notary Public for Oregon. (SEAL)
My commission expires April 21, 1934

My commission expires: __________

Endorsed: File No. 964
Filed July 31, 1931
HAL E. HOSS,
Secretary of State.

#1146

PR134D.

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of July 31st in which you inclose three copies of the notice of claim of the Crown Mills for materials furnished in the sum of $17.10 to the J. W. Feak Construction Company in connection with their contract for the grading of the Burnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are today forwarding copies of the notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Crown Mills for materials furnished in the sum of $17.10 against the bond taken from J. W. Feak Construction Company, as principal, and United Indemnity Company as surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing herewith for your information and files a copy of the notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith [illegible]

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, CROWN MILLS, has a claim for materials and/or supplies consisting of food stuffs in the sum of Seventeen and 10/100ths ($17.10) Dollars, against the bond taken from J. W. PEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

CROWN MILLS,

By C. V. VOSPER

CREDIT MAN

STATE OF OREGON, }
County of Multnomah } SS.

I, C. V. VOSPER, being firs t duly sworn, depose and say that I am CREDIT MAN of CROWN MILLS, and am familiar with the matters hereinafter stated by me:

That said CROWN MILLS furnished materials and supplies for the prosecution of and which were use in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of Seventeen and 10/100ths ($17.10) Dollars.

C. V. VOSPER

Subscribed and sworn to before me this 14th day of May, 1931.

(SEAL)

EDWARD A. BOYRIE
Notary Public for Oregon.
My commission expires: May 21, 1934.

Endorsed: File No. 962
Filed July 31, 1931
HAL E. HOSS,
Secretary of State.

#1146

PR134D

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of July 31st in which you inclosed three copies of the notice of claim which has been filed by the Clyde Equipment Company, for materials furnished in the sum of $755.44, against the J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are today forwarding copies of this notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

August 1, 1931

Union Indemnity Company
Irving L. Webster, Agent
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith copies of notices which have been filed in the office of the Secretary of State against the J. W. Feak Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section contract by the following:

Sunset Electric Company	$ 141.61
Hirsch-Weis Manufacturing Company	813.00
Weyenberg Shoe Manufacturing Company	139.07
Crown Mills	17.10
Clyde Equipment Company	755.44
Kilham Stationery & Printing Company	39.42

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Clyde Equipment Company for materials furnished in the sum of $755.44 against the bond taken from J. W. Feak Construction Co., principal, and United Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing herewith for your information and files a copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Leavy

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, CLYDE EQUIPMENT COMPANY, has a claim for materials and/or supplies, consisting of machine parts, etc., in the sum of Seven Hundred Fifty-five and 44/100ths ($755.44) Dollars against the bond taken from J. W. PEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

CLYDE EQUIPMENT COMPANY,
By H. R. LA BONTE
TREASURER.

STATE OF OREGON, }
County of Multnomah } SS.

I, H. R. LABONTE, being first duly sworn, depose and say that I am ~~Secretary~~ Treasurer of CLYDE EQUIPMENT COMPANY, and am familiar with the matters hereinafter stated by me:

That said CLYDE EQUIPMENT COMPANY furnished materials for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of Seven Hundred Fifty-five and 44/100ths ($755.44) Dollars.

H. R. LaBONTE

Subscribed and sworn to before me this 18th day of May, 1931.

R. W. WRIGHT (SEAL)

Notary Public for Oregon.

My commission expires: Notary Public for Oregon
My commission expires Mar. 9, 1932

Endorsed: File No. 961
Filed July 31, 1931
HAL E. HOSS,
Secretary of State

#7146

PR134D

August 1, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 31st in which you inclose three copies of the notice of claim filed in your office by Kilham Stationery & Printing Company against the J. W. Peak Construction Company in the sum of $39.42 for materials furnished in connection with the grading of the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are today forwarding copies of this notice to the contractor and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

1

August 1, 1931

Union Indemnity Company
Irving L. Webster, Agent
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith copies of notices which have been filed in the office of the Secretary of State against the J. W. Peak Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section contract by the following:

Sunset Electric Company	$ 141.61
Hirsch-Weis Manufacturing Company	813.00
Weyenberg Shoe Manufacturing Company	139.07
Crown Mills	27.10
Clyde Equipment Company	755.44
Kilham Stationery & Printing Company	39.42

This information is given you since you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 31, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Kilham Stationery & Printing Company for materials furnished in the sum of $39.42 against the bond taken from J. W. Feak Construction Company, principal, and United Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith

RECEIVED
AUG 1 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

TO SECRETARY OF STATE,
Salem, Oregon

SECRETARY OF OREGON STATE HIGHWAY COMMISSION,
Salem, Oregon

NOTICE is hereby given that the undersigned, KILHAM STATIONERY & PRINTING CO., has a claim for materials and/or supplies consisting of stationery supplies, etc., in the sum of Thirty-nine and 42/100ths ($39.42) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO, as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

KILHAM STATIONERY & PRINTING CO.,

By C. F. SCHROEDER

Cashier

[illegible]

STATE OF OREGON,)
County of Multnomah) ss.

I, C. E. Schroeder, being first duly sworn, depose and say that I am Cashier of KILHAM STATIONERY & PRINTING CO., and am familiar with the matters hereinafter stated by me:

That said KILHAM STATIONERY & PRINTING CO. furnished materials and supplies for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of Thirty-nine and 42/100ths ($39.42) Dollars.

C. F. SCHROEDER

Subscribed and sworn to before me this 15th day of May, 1931.

(SEAL)

EDWARD DRAKE

Notary Public for Oregon.

Notary Public for Oregon
My commission expires Feb. 24, 1932

My commission expires: __________

Endorsed: File No. 963
Filed July 31, 1931.
HAL E. HOSS,
Secretary of State.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREG.

July 31, 1931

P.B. 134-D

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Your attention is called to a typographical error on the voucher for Oregon Emergency Federal Aid Project No. 134-D, submitted July 29, 1931.

The amount of the final quantities for the east grading unit is shown as $63,787.41 on the statement of labor and materials. This should be $63,767.41.

Since the total amount claimed is correct, we are recommending payment of the voucher as submitted. Please correct this error when submitting the next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
AUG 1 1931

#1146

PR134D

July 9, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sirs

We acknowledge receipt of your letter of the 8th instant in which you inclose three certified copies of the notice of claim of H. E. Wells against the J. W. Feak Construction Company for labor and services performed in the sum of $400.50 in connection with the contract awarded the J. W. Feak Construction Company for the work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

July 9, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by B. A. Green, Attorney of Portland, Oregon, in behalf of his client H. E. Wells, which claim is for labor and services performed in the sum of $400.50 in connection with the contract of the J. W. Peak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW
Inc.
cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 8, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: **Attention Mr. H. B. Glaisyer, Secretary**

This is to advise that we received from B. A. Green, Attorney, Suite 1003 Corbett Bldg., Portland, Oregon, and filed as of this date a notice of claim by H. E. Wells for labor and services performed in the sum of $400.50 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We are enclosing for your information and files a certified copy of this claim, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

B. A. GREEN
Attorney and Counselor
Suite 1003 Corbett Building
Portland, Oregon
Atwater 3345

June 30, 1931

Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, H. E. Wells, has a claim for wages in the sum of $400.50 against the bond taken by J. W. Feak Construction Company, as principal, and the Union Indemnity Company, as surety, for work, labor and services performed as a gas electric engineer, said work, labor and services being performed in excess of eight hours per day, between the dates of May 4, 1930, up to and including July 27, 1930, for the construction of the Barnhouse Ranch - Picture Gorge section of the Ochoco Highway.

Very truly yours,

H. E. WELLS

CC Irving L. Webster & Company
Failing Building
Portland, Oregon

FR:BH

Endorsed: File No. 957
Filed July 8, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by H. E. Wells for work, labor and services performed in the sum of $400.50 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway, with the original notice filed in the office of the Secretary of State on July 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by H. E. Wells for work, labor and services performed in the sum of $400.50 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway, with the original notice filed in the office of the Secretary of State on July 8, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of July, A. D. 1931.

Hal E Hoss

Secretary of State

114

PR 134d.

July 6, 1931

Union Indemnity Co.,
Irving L. Webster Co. Inc.,
70 Fourth Street,
Portland, Oregon.

Gentlemen:

We have today received notice of claim of Jess Croner against J. W. Feak Construction Company for wages due him in the amount of $138.71 in connection with the work on the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, State Highway Contract No. 1146.

This is for your information as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC J. W. Feak Construction
Company

PRL 342

W. L. COOPER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

July 3, 1931

Oregon State Highway Commission
Salem Oregon

Gentlemen:

I am herewith sending you affidavit of the claim of Jess Cromer.

I have a certified copy of the contract and bond so you need not send me one.

Yours truly,

W L Cooper

MD/WLC

RECEIVED
1931

Construction Co. as contractor with contract no. 1146 of the state Highway Commission, the said co-partnership, J. W. Feak Construction Co. later and on the 18th day of April, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to b the State Highway Commission and the Union Indemnity Co., as surety on the bond heretofore described; that Jess Cromer is a claimant

Notice of claim against the bond of J.W.Feak Construction Co. State Highway Commission of the State of Oregon and HalE.Hoss, Sec. of State of Oregon.

Notice is hereby given that the undersigned, Jess Cromer, has a claim for labor for himself and use of his truck in the sum of $198.71 against the bond taken from J. W. Feak Construction Co., co-partnership consisting of J. W. Feak, H. R. Lohrer, and R. W. Shaffter, as principals and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties in the State of Oregon and said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co. as contractor with contract no. 1146 of the state Highway Commission, the said co-partnership, J. W. Feak Construction Co. later and on the 18th day of April, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to by the State Highway Commission and the Union Indemnity Co., as surety on the bond heretofore described; that Jess Cromer is a claimant against said bond as the bond of the co-partnership of J. W. Feak Construction and as the bond of the corporation of J. W. Feak Construction Co.

The following is a statement of the nature and circumstance of the claim of Jess Cromer:

Bill of Jess Cromer for J. W. Feak Construction Co;

Statement of amount of wages due On the construction of the Barnhouse Ranch, Picture Gorge on the Ochocho Highway in Grant and Wheeler counties on wages due for truck and driver from July to and including October, 1930. Amount $948.13. of which amount the Feak Construction Co. paid $749.42 leaving a balance of $198.71.

STATE OF OREGON)
) ss.
County of Multnomah)

I, Jess Cromer being first duly sworn, depose and say that I am the claimant in the foregoing claim, and I know the facts set forth therein are true, and that there is no offset or counter claim against the same as I verily believe.

Jess Cromer

Subscribed and sworn to before me this 3rd day of July 1931.

W.L. Cooper
Notary public for Oregon

My commission expires July 1, 1932.

[illegible] 5-10074 4000 11-30

PR134D.

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

July 2, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Hansen & Rowland, Inc.
Washington Building
Tacoma, Wn.

Attention: I. C. Rowland, Secretary.

Gentlemen:

This acknowledges receipt of the signed original semi final voucher for $17,150.48 covering estimate 11, contract 1146, with the J. W. Funk Construction Company, assigned to your company. It also acknowledges receipt of the signed assignment to the same, but you will please note that in my letter of transmittal, dated June 30th, I stated that before this voucher could be paid it would be necessary that you return the original final voucher first sent to you for signature, as this had attached the original force account bills necessary before payment could be completed on this item. Immediately upon receipt of this first written voucher for cancellation, the claim will be passed through for payment.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F Smith
Auditor.

CFS L
✓cc H. B. Glaisyer, Office.
cc S. H. Probert "

#1146
358J

PR 1340

June 22, 1931

Union Indemnity Company,
Irving L. Webster Co., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We have today received information from Day, Hampson & Nelson, attorneys of Portland, to the effect that J. W. Peak Construction Company is indebted to the Richfield Oil Company of California in the sum of $19,972.75 for goods, wares and merchandise furnished the J. W. Peak Construction Company in connection with the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties—State Highway Contract #1146.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC J. W. Peak Construction Co.

June 22, 1931

Dey, Hampson & Nelson,
600 Pacific Building,
Portland, Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 20th inst., enclosing the affidavit of F. A. Roberts, Division Credit Manager for the Richfield Oil Company of California, covering the claim of this company against the J. W. Peak Construction Company for the furnishing of petroleum products in connection with the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties--State Highway contract #1146.

Complying with your request, I am handing you herewith a certified copy of the contract and bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL R. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
JUN 22 1931
COMMISSION

June 20, 1931.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We enclose herewith affidavit of F. A. Roberts, Division Credit Manager for the Richfield Oil Company of California, William C. McDuffie, Receiver, covering the non-payment by the J. W. Feak Construction Company of its indebtedness to the Richfield Oil Company, contracted in connection with the prosecution of the work of grading the Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, your contract No. 1146.

Will you please send us a certified copy of the contract and bond so we can start action thereon.

Thanking you, we are

Very truly yours,

Dey Hampson, Nelson

17/24
Encl.

ANSWERED
H. B. G.

STATE OF WASHINGTON,)
                     (SS
County of King,   )

I, F. A. ROBERTS, being first duly sworn, say:

That I am the Division Credit Manager for the Richfield Oil Company of California, William C. McDuffie, Receiver, at Seattle, Washington, and that I have personal knowledge of the facts hereinafter set forth.

That during the period February 24, 1930, to October 3, 1930, both inclusive, the Richfield Oil Company of California, at the special instance and request of J. W. Feak Construction Company, furnished to the said J. W. Feak Construction Company goods, wares and merchandise to the agreed value of NINETEEN THOUSAND NINE HUNDRED SEVENTY TWO and 75/100 DOLLARS ($19,972.75), which goods, wares and merchandise were used by the said J. W. Feak Construction Company for the prosecution of the work of grading the Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon State Highway contract #1146, and that the Union Indemnity Company was the surety on the bond given by the said J. W. Feak Construction Company for the faithful performance of said work, as provided by law.

I further say that no part of said sum of $19,972.75 has been received by the Richfield Oil Company of California, and/or Richfield Oil Company of California, William C. McDuffie, Receiver, and that there is now due and owing to the Richfield Oil Company of California, and/or Richfield Oil Company of California, William C. McDuffie, Receiver, on account of the transactions above set forth, the full sum of $19,972.75, and that I make this affidavit for the purpose of securing a certified copy of the contract and the bond above described.

H. Roberts

Subscribed and sworn to before me this 17th day of June, 1931.

Marian F. McHugh

Notary Public for Washington.

Residing at Seattle.

My commission expires april 19, 1935

P.R. 134-D

June 11, 1931.

Mr. [illegible] Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of an analysis of cost for constructing bituminous macadam wearing surface on the Rhododendron-Government Camp Section, Project No. 150-B.

We are likewise enclosing six copies of an analysis of cost for oiling the macadam base on the following projects:

Neskowin-Otis	Project	No. 153-A
Pilot Rock-Nye	"	No. 155-A
Wapinitia-Maupin Junction.....	"	No. 163-A
Bear Springs-Wapinitia........	"	No. 162-B
Rock Creek-[illegible] Ranch......	"	No. 6
Barnhouse Ranch-Picture Gorge.	"	No. 156-B

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/HR.

encl.

BARNHOUSE RANCH-PICTURE GORGE

Project No. 124-C

(Estimated cost of oiling macadam base by State Forces)

1. **No. 3 Oil**

Source	California Bay Districts	
Point of Delivery	Prineville	
Cost at Source		$10.50 per ton
Freight		10.30 " "
	Total	$20.80 per ton, or $.087 per gal.

Estimated cost of Oil per square yard 0.7 gal at $.087---------$0.061

2. Production and Stock Piling Mineral Aggregate (Contract No. 1203)

1-1/4" - 3/4"	Matls. in Stock Pile	$1.71 per cubic yard
3/4" - 1/2"	" " " "	1.91 " " "
1/2" - 1/4"	" " " "	2.50 " " "

Cost of Aggregate per square yard:

.020 cu. yds.	1-1/4" - 3/4"	Matls. at	$1.71	$.034
.009 " "	3/4" - 1/2"	" "	1.91	.017
.006 " "	1/2" - 1/4"	" "	2.50	.015

Cost of Aggregate per square yard---$.066

3. Labor, Equipment and Supplies

As per attached Statement $649.75 per day

Estimated daily run 8,000 square yards
Cost per square yard, - - - - - - - - - - - - - - - - - $0.081

Estimated Total Cost for Oiling Macadam Base $0.208 per sq.yd.

(Used) " $0.14 per square yard

DAILY COST OF OILING CREW

EQUIPMENT

1	Oil Distributor	at	$25.00	per day	$25.00	
1	Tender Truck	"	20.00	"	20.00	
3	Tender Truck Trailers	"	5.00	"	15.00	
1	Boiler (2 shifts)	"	5.00	"	10.00	
1	Retort (2 shifts)	"	11.00	"	22.00	
1	Fuel Tank Trailer	"	2.50	"	2.50	
1	Water Tank Trailer	"	2.25	"	2.25	
2	Motor Graders	"	5.25	"	10.50	
2	10-ton Gas Rollers	"	10.00	"	20.00	
5	Dump Trucks	"	11.00	"	55.00	
3	Light Trucks	"	2.50	"	7.50	
2	Ford Cars	"	1.25	"	2.50	
2	Sweepers	"	5.00	"	10.00	
2	Tractors	"	3.50	"	7.00	
2	Loaders	"	15.00	"	30.00	
1	Flat Bed 10-ton Trailer	"	10.00	"	10.00	
		Total				$244.25

SUPPLIES

Gasoline, Oil and Grease	$100.00	per day	
Fuel for Boiler and Retort	15.00	"	
Total			$115.00

LABOR

1	Superintendent	at	$10.00	per day	$10.00	
1	Foreman	"	8.00	"	8.00	
1	Timekeeper	"	5.00	"	5.00	
1	Retort Operator	"	8.00	"	8.00	
2	Boiler Operators	"	7.00	"	14.00	
1	Watchman	"	4.00	"	4.00	
1	Mechanic	"	7.00	"	7.00	
2	Loader Operators	"	8.00	"	16.00	
2	Pitmen	"	5.00	"	10.00	
2	Tractor Drivers	"	6.00	"	12.00	
1	Pilot Car Driver	"	5.00	"	5.00	
8	Truck Drivers	"	6.00	"	48.00	
2	Rollermen	"	7.50	"	15.00	
1	Oil Truck Driver	"	7.00	"	7.00	
1	Leverman	"	6.50	"	6.50	
1	Tender Truck Driver	"	6.00	"	6.00	
2	Grader Operators	"	7.00	"	14.00	
2	Flagmen	"	5.00	"	10.00	
17	Laborers	"	5.00	"	85.00	
		Total				$290.50

Total for Equipment, Labor
and Supplies $649.75

STATE OF OREGON

HIGHWAY DEPARTMENT

STANDARD RENTAL SCHEDULE FOR OILING EQUIPMENT

Cars	Average Cost	Av. Yrs. Life	Days Worked per Year	Deprecia- tion	Tires Overhaul & Repairs	Rental Rate
Fords & Chevrolets	$ 700	3	300	$0.75	$0.50	$1.25
Trucks						
Fords & Chevrolets	1000	3	220	1.50	1.00	2.50
2 Ton F.W.D.	4300	5	200	4.30	3.20	7.50
3-1/2 Ton F.W.D.	6300	5	170	7.50	5.00	12.50
3-1/2 Ton Dump Trucks, Federals, etc.	4600	4	150	7.50	3.50	11.00
Oil Tenders; Liberty	8000	5	140	12.00	8.00	20.00
Oilers F.W.D. 6 Ton	10500	6	120	14.50	10.50	25.00
Water Tank	5000	5	200	5.00	3.00	8.00
Tractors						
Fordson	1300	5	155	1.70	1.30	3.00
McCormick-Deering	1450	5	160	1.80	1.70	3.50
60-Caterpillar	5800	4	160	9.00	6.00	15.00
Graders						
All Makes 10' Moldboard	1400	4	200	1.75	0.25	2.00
All Makes 12' Moldboard	2000	4	200	2.50	1.00	3.50
Adams 8' Scarifier	2000	4	200	2.50	1.00	3.50
All Makes Motorized Units without power	1400	4	200	1.75	0.50	2.25
Trailers						
Flat Bed 6 Ton Drop Frame	1500	7	50	3.75	2.75	6.50
" " 10 " " "	2000	7	50	5.75	4.25	10.00
Water Tank	900	7	100	1.25	1.00	2.25
Fuel Tank Insulated	1000	7	100	1.50	1.00	2.50
Oil Tank Insulated Tender	1700	7	100	2.50	2.50	5.00
Miscellaneous Equipment						
Boilers 20 H.P. Portable	2700	5	160	3.40	1.60	5.00
Retort Portable	2800	4	120	6.00	5.00	11.00
Loaders Mogul	4800	5	100	9.50	5.50	15.00
Loaders Special	2500	5	70	7.00	3.00	10.00
Shovel 1/4-3/8 yards	5400	3	160	11.25	3.75	15.00
" 1/2 yard	8200	4	160	12.75	4.75	17.50
Sweepers	900	5	60	3.00	2.00	5.00
Rollers 10 Ton Gas	4300	5	120	7.50	2.50	10.00
" 6 " "	3000	5	120	5.00	2.50	7.50
Disc Harrow	150	1	100	1.50	0.50	2.00

#1146

PR-134-D

June 3, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Edith Libby.

Dear Sir:

We are in receipt of your letter of June 1st, enclosing copies of notice of claim filed by P. N. Shown against J. W. Feak Construction Company for labor and materials furnished them in connection with the work on Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway State Highway Contract No. 1146.

Copies of the notice are being today forwarded to the contractor, J. W. Feak Construction Company, and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

[illegible]

June 8, 1951

Union Indemnity Company,
% Irving L. Webster Co.,
70 Fourth St.,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on June 1, 1951, in the office of the Secretary of State, by F. W. Shown against J. W. Peak Construction Company for labor and materials furnished them in connection with the work on Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway--State Highway Contract No. 1146.

This is for your information, as you appear as surety on the Company's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC J. W. Peak Construction Co.,
504 Puyallup Ave.,
Tacoma, Wn.

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

June 1, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer

This is to advise that we received from H. H. & Carl Hendricks, Attorneys, Fossil, Oregon, and filed as of this date a notice of claim by P. N. Shown for labor and materials furnished in the sum of $17.22 with interest thereon at 6% from October 22, 1930, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract No. 1146.

RECEIVE
JUN 3 1931
OREGON
STATE HIGHWAY COMMISSION

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

h m
enc

* *

P. N. Shown, Claimant)
VS)
J. W. Feak Construction Company, a)
partnership consisting of J. W. Feak, H. R.) NOTICE OF CLAIM.
Lohrer and R. W. Shaffer, and the Union)
Indemnity Company, a corporation of the)
State of Louisiana, authorised to transact)
a surety business in the State of Oregon.)

* *

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE THEREOF:
SALEM, OREGON.

Hon. Hal E. Hoss, Secretary of State, Salem, Oregon

Notice is hereby given that the undersigned P. N. Shown, has and claims a lien for labor, and material and repairs furnished, and rendered the J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, the contractors in that certain road construction contract No 1146 Project No 1236, known as the Barnhouse Ranch-Picture Gorge Section, West Unit 6.9 miles grading and East Unit 3.1 miles grading, of the Ochoco State Highway, which said contract was between said J. W. Feak Construction Company, and the State of Oregon, Represented and acting by the State Highway Commission of the State of Ofegon. That The said claimant, between the 12th day of February, 1930 and the 22nd day of October, 1930 both inclusive, at the special instance and request of the said J. W. Feak Construction Company, performed work, labor, and repairs, and furnished, parts for the trucks of said J. W. Feak Construction, Company, which said trucks were being used in the construction of said unit of said highway under the aforesaid contract. That said parts and repairs so furnished, and labor so rendered on said trucks, were incidental repairs and work, which was required to keep said trucks in operation on said job, and said work, labor, repairs and parts were used and consumed by said J. W. Feak Construction Company in the performance of said road contract., and that the total amount of said work, labor, repairs so rendered and furnished. That the total amount due on account of said labor, materials, and parts so furnished, rendered, & expended is the sum of $17.22, after deducting all offsets, and payments that have been made. That attached to this notice of claim and marked Exhibit "A", and by reference made a part of the same is an itemized account of said labor and materials, and that all of the parts so furnished were incidental and necessary to keep said trucks in operation on said road contract, No 1146. That this is to notify you and all others whom it may concern that the said claimant in the name of the State of Oregon intends to hold the Principal and Surety on its bond given on the said contract which bond is dated the 24th day of January, 1930, for the sum of Ninety Three Thousand, Eight Hundred Twenty Eight and 25/100 dollars, and wherein J. W. Feak Construction Company a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, is principal and the Union Indemnity Company, a corporation of the State of Louisiana, authorised to do business in the State of Oregon, is surety, and to the State of Oregon, represented and acting by the State Highway Commission, of the State of Oregon, for the sum of $17.22, and interest thereon from the 22nd day of October, 1930, at the rate of 6 per cent per annum, and costs and attorney fees, as provided by Statute.

P. N. SHOWN.
Claimant

STATE OF OREGON) SS
County of Wheeler)

I. P.N. Shown, first being duly sworn depose and say: I am the claimant herein, I have read the foregoing claim and know the contents thereof and the same is true as I verily believe.

P. N. SHOWN.

Subscribed and sworn to before me this 29th day of May, 1931.
(SEAL) CARL HENDRICKS
Notary Public for Oregon-My commission expires
Sept. 9, 1933.

Endorsed: File No. 951
Filed June 1, 1931
HAL E. HOSS, Secretary of State

Statement

FORD February 1930

The J. W. Feak Construction Co.
In account with

F. N. S H O W N   M O T O R S
F. N. Shown, Prop.

FOSSIL, OREGON

Ten per cent interest after 30 days		DR.	CR.	BAL.
Feb. 12	2 light bulbs	1.00		
	1 light plmb	15		
25	7 gas vy J. G. Cromer	1.82		
	1 Water pump cover	1.15		
	1 " " shaft	1.00		
	1 Fan Assembly	1.50		
	Labor	50		
	Less discount		62	
	Balance			6.50
		March 1930		
Mar. 1	Balance forward	6.50		
4	1 wind shield blade by R. M. Smith	35		
15	1 light switch and horn button	1.40		
	Less disc.		14	
30	2 cylinder head gaskets	90		
	Balance due			9.01
		April 1930		
April 1	Balance forward	9.01		
9	1 12 leaf spring	5.00		
	Less discount		75	
15	5 gallons gas	1.15		
	1 qt. oil	35		
	1 fan belt	70		
	1 grease cup	10		
	12 Ford straight Zerks	1.20		
	12 " an gle "	1.80		
	Less discount		30	
	2 Gas by Borman	46		
16	1 Ford fan	1.10		
	Less discount		16	
	Postage	06		
	2 exhaust pipe clamps	30		
	Less discount		05	
	Postage	08		
19	1 Pump Shaft	65		
	1 " " washer	04		
	2 grease cups	30		
	1 pump cover	1.15		
	1 " " assembly	2.50		
	1 fan assembly	1.10		
	Less Discount		86	
	Credit parts returned		1.00	
25	2 water shaft roller bearing sleeves	20		
	1 tail light	1.45		
	1 pump shaft bushing	25		
	Less discount		25	

Statement

FORD April 1931

J. W. Peck Construction Co.

in account with

P. N. SHOWN MOTORS
P. N. Shown, Prop.
Fossil, Oregon

		Ten per cent interest after 30 days	DR.	CR.	BAL.
April	25	4 hub nuts	48		
		1 front motor support	1.00		
		1 spring	10		
		3 motor support springs	10		
		Less discount		25	
		postage	10		
	30	Credit parts returned		85	
		Balance due			26.28
				May 1930	
May	1	Balance fwd.	26.28		
		4 hub bolts	1.00		
		4 " " nuts	48		
		6 straight Zerks	90		
		4 angle Zerks	1.00		
		Less disc.		50	
		2 phone calls about hay	35		
	7	1 13 leaf front spring	5.00		
		Less disc.		75	
	10	1 model AA heavy duty front spring	5.00		
		Less disc.		75	
	10	4 L. H. nuts	48		
		4 R. H. "	48		
		Less disc.		14	
		1 car radiator $18.65 Less disc.	15.94		
	14	1 lower radiator hose	10		
		Postage	05		
	16	Turning threads on three bolts	5.60		
	22	Credit by check from Tacoma		9.01	
	23	6 steering rod springs	24		
		4 front engine support springs	12		
		Postage	05		
		Balance due			51.92
				June 1930	
June	1	Balance fwd.	51.92		
	5	1 ignition switch	2.75		
		1 cross member	2.40		
		Less discount		77	
		Postage	34		
		2 phone calls for truck parts	65		
	15	Credit on account Kimberley check		18.78	
		Balance due			38.51
				July 1930	
July	1	Balance due	38.51		
		Credit radiator		15.94	
		Balance due			22.57

Statement

FORD August 1930

J. W. Feak Construction Co.

in account with
P. W. S H O W E M O T O R S
P. W. Showe, Prop.
Fossil, Oregon

Ten per cent interest after 30 days		DR.	CR.	BAL.
Aug. 1	Balance fwd.	22.57		
23	4 radiater springs	16		
26	1 Model A Battery Req.#01920	8.50		
	1 " " " " #01922	8.50		
29	1 breaker screw	35		
	1 " arm	20		
	Credit on account		5.63	
	Balance due			34.65

September 1930

		DR.	CR.	BAL.
Sept. 1	Balance fwd	34.65		
Aug. 22	2 Universal for Anthony dump body	6.55		
	Postage	11		
Sept. 3	Credit by battery returned		8.50	
4	6 Gas by Guthrie	1.50		
	3 Gas " "	75		
	Breaker points	55		
	Bendix	05		
	Labor	1.50		
6	Requisition # 01973			
	12 Lub. Zerk fittings	1.80		
	3 pan gaskets #6710	15		
	3 " " 6711	15		
	1 generator bearing	1.00		
	1 " " felt and washer	05		
	10 spark plugs	7.50		
	Less discount		1.80	
13	2 light switch rods	2.50		
	Less discount		25	
16	2 bendix springs	1.00		
	2 " bolts	10		
	2 " washers	04		
	Less discount		11	
	Postage	06		
17	3 pan gaskets	15		
	2 " "	15		
	1 front main bearing cap	55		
	1 fan pulley	70		
	1 starter drive head	40		
	Less discount		20	
	Postage	10		
Aug. 22	Phone to Condon for fender irons	25		
	Balance fwd.			51.47

September 1930

		DR.	CR.	BAL.
Sept. 19	Balance fwd.	51.47		
	1 rear main bearing cap	1.50		
	Less discount		15	
	Phone to Condon	20		
	3 Ford light bulbs	1.50		
	1 " Gasket No charge			
	Less disc.		15	
	Postage	04		
22	1 box valve cores	25		
	17 in. 1½ Radiator hose	75		
	24 " 1¼ " "	1.10		

Statement

FORD

October 1930

J. W. Peak Construction Co.
in account with

P. N. SHOWN MOTORS
P. N. Shown, Prop.

Fossil, Oregon

Ten per cent interest after 30 days		DR.	CR.	BAL.
Oct. 1	Balance fwd.	56.30		
20	4 in. spring	12		
	1 "	02		
21	1 tie rod spring	05		
22	2 sets head light wires	2.00		
	Less discount		30	
28	Credit on account		39.00	
	" parts returned		1.89	
	Balance due			17.22

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by P. N. Shown for labor and materials furnished in the sum of $17.22 with interest thereon at 6% from October 22, 1930, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract No. 1146, with the original notice filed in the office of the Secretary of State on June 1, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of June, A. D. 19 31

Hal E. Hoss

Secretary of State

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by P. N. Shown for labor and materials furnished in the sum of $17.22 with interest thereon at 6% from October 22, 1930, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract No. 1146, with the original notice filed in the office of the Secretary of State on June 1, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of June, A. D. 1931

Hal E. Hoss
Secretary of State

#1146

PR 134-D

May 27, 1931

La Grande Iron Works,
La Grande,
Oregon.

Gentlemen:

Your letter of the 25th inst., addressed to Mr. Hal E. Hoss, Secretary of State, concerning your claim against the J. W. Peak Construction Company, has been referred to this Department for reply.

We gather from the second paragraph of your letter that you expect the Secretary of State, or the State Highway Commission to pay your claim direct. If our presumption is correct, we have to advise you that your thought is erroneous. Neither the Secretary of State nor the State Highway Commission has a way of determining the legitimacy of your claim, and while we do not doubt in the least that it is a legitimate claim, the law makes no provision for the payment of the same direct by the Highway Commission.

The filing of your notice with the Secretary of State simply protects you on the bond which was furnished by the contractor for the protection of claims incurred against the project. If your claim has not been filed with the Secretary of State within a year following the date of completion of the project, then you would have no recourse to action against the bond. The filing of the claim with the Secretary of State does not mean that the claim will be paid either by him, or the State Highway Commission.

It is our understanding that Union Indemnity

Company are paying the claims of the J. W. Peak Construction Company, and we would suggest that you communicate with this company, the agents for whom are Irving L. Webster Co., Inc., Failing Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

May 26, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing for your attention a letter received from the La Grande Iron Works pertaining to their notice of claim in the amount of $154.98 filed in this office on Feb. 13, 1931, against the J. W. Feak Construction Company and the Union Indemnity Company for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, state contract No. 1146.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

EL:HM
enc

RECEIVED
MAY [illegible] 1931

REPAIRING AND REBUILDING MAC Y
MILL AND LOGGING CASTING

AUTOMOBILE REPAIRING
STRUCTURAL STEEL

LA GRANDE IRON WORKS
D. FITZGERALD, Proprietor

MACHINE SHOP AND FOUNDRY
BLACKSMITH COAL, SHAFTING, STEEL, BOLTS, ETC.

ACETYLENE WELDING OF ALL KINDS OF METAL
LA GRANDE, OREGON

May 25, 1931.

Mr. Hal E.Hoss,
Sec. of State,
Salem,Oregon.

Dear Sir:

On February 12th of this year you filed in your office a notice of our claim against the J.W.Feak Construction Company and the Union Indemnity Company, surety for the work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Wheeler and Grant Counties on State Contract No.1146.

In as much as we have heard nothing from this claim to date we would very much appreciate your advising us as to the present status of the claim and an estimate of how much longer we might expect to await settlement.

Yours very truly

LA GRANDE IRON WORKS

N. L. Larson

May 26 , 1931
Respectfully referred to State Highway Commission for attention.
HAL E. HOSS,
Secretary of State.

SECRETARY OF STATE
RECEIVED
MAY 26 1931
HAL E. HOSS

#1146

PR1340

May 22, 1931

Mr. B. A. Green
Attorney and Counseler
Suite 1003 Corbett Bldg.
Portland, Oregon

Dear Sir:

In response to your request of the 21st instant we are handing you herewith a certified copy of state highway contract #1146 awarded to the J. W. Peak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We also acknowledge receipt of the affidavit covering the claim of H. E. Wells in the sum of $600.00 for work, labor and services rendered the J. W. Peak Construction Company in connection with this project.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

Inc.

May 22, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
90 Fourth Street
Portland, Oregon

Gentlemen:

Attached hereto is a copy of the affidavit of claim that we have today received from Mr. B. A. Green, Attorney and Counselor of Portland, Oregon relating to the claim of H. E. Wells against the J. W. Feak Construction Company, being in the sum of $600.00, for labor and services rendered the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We give you this information since you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

B. A. GREEN
ATTORNEY AND COUNSELOR
SUITE 1003 CORBETT BUILDING
PORTLAND, OREGON
ATWATER 3348

May 21, 1931

State Highway Commission
Salem, Oregon

Dear Sirs:

Will you kindly furnish me, pursuant to the enclosed affidavit, certified copy of the contract and bond between J. W. Feak Construction Company and the State Highway Commission with respect to the construction and doing certain work on what is known as Picture Gorge-Barnhouse Ranch section of the Ochoco Highway. The enclosed affidavit shows that I am representing the claimant, who has a claim against this contract and the bond.

Yours very truly

RECEIVED
MAY 22 1931
OREGON
STATE HIGHWAY COMMISSION

BAG:BH

16821

ANSWERED
H. B. G.

STATE OF OREGON)
) ss.
County of Multnomah)

I, B. A. Green, being first duly sworn, depose and say that I am attorney for H. E. Wells; that I have been informed and believe and have received a statement of said H. E. Wells that he has due from the J. W. Feak Construction Company and the bondsman thereon in approximately the sum of $600.00 for work, labor and services rendered during the months of May, June and July, in the year of 1930, and this being against the said construction company and the said bondsman in relation to the work done on the Picture Gorge-Barhhouse Ranch section of the Ochoco Highway. That I make this affidavit for the purpose of securing a certified copy of said contract and bond.

Further I say naught.

Subscribed and sworn to before me this 21st day of May, 1931.

Notary Public for Oregon

My commission expires
Nov. 19, 1932

#1146

pR134D

May 13, 1931

H. H. & Carl Hendricks,
Attorneys-at-Law,
Fossil, Oregon.

Gentlemen:

Reply is made to your letter of the 5th inst., concerning the claim of H. S. Nelson and C. L. Nelson against the J. W. Feak Construction Company for lumber sold and delivered to the J. W. Feak Construction Company for use in connection with the contract awarded to that company by the State Highway Commission for the construction of the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Grant and Wheeler Counties, Oregon, State Highway Contract No. 1146.

I conferred with our attorney regarding the statute quoted in your letter and it is his understanding that this provision of law does not give the Highway Commission any authority to withhold funds that may be due the contractor. The judgment obtained was for materials furnished, while the statute authorizes the Highway Commission to pay labor claims only, not material claims.

In the present instance, I have to further advise that final payment has not yet been made to the J. W. Feak Construction Company, but indications are that it will be made shortly, the final voucher now being in the hands of the contractor for acceptance. All payments have been assigned by the contractor to the surety on the bond furnished in connection with this work, and future payments will be made direct to the bonding company in accordance with the provisions of the assignment, unless something should come up in the meantime to prevent this.

H. H. & Carl Hendricks,
Page 2.

The surety on the bond furnished in connection with this work is the Union Indemnity Company for whom Irving L. Webster Co., Inc., are local agents with offices in the Failing Building, Portland, Oregon. I believe that I have given you this information before.

It is our understanding that the bonding company is settling the claims against this work, and it may be that they are withholding payment of certain claims until they are in receipt of the final warrant. We are not certain of this, however, and cannot state definitely if this is a fact.

I wish to inform you further that the State Highway Commission will not release the final payment to the contractor until a statement has been signed by him to the effect that all legitimate outstanding claims against the project have been satisfied, or that they will be satisfied immediately upon receipt of this final warrant.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Commission

HBG:AJ

PORTLAND
W. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER
SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

May 11, 1931

Mr. R. A. Klein:

I am returning to you the letter written by H. H. and Carl Hendricks of Fossil, Oregon, and wish to say that I do not understand that the provision of law quoted in that letter gives us any authority to withhold funds due the contractor. It appears that the judgment obtained by the judgment creditor was for materials furnished. The statute which authorizes the highway commission to pay claims direct to the claimants and charge the same against the contractor goes to labor claims only and not to material claims.

I would suggest that before final payment is made on the job in question the surety company's attention be called to this judgment and get the consent of the surety company to settle with the contractor notwithstanding the outstanding and unsettled judgment.

J M Devers
J. M. DEVERS

JMD:EH

REFERRED TO
State Highway Engineer

REFERRED TO
Glaisyer
State Highway Engineer

Ask Stevens about our obligations in this?
RAK.

May 5, 1931

RECEIVED
MAY 6 1931
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon

Dear Sir:-

On the 4th day of May, 1931, we secured a Judgment against J.W. Feak Construction Company and J.W. Feak. H.R. Lohrer, and R.W. Shaffer, for the sum of $125.oo and costs, in the Circuit Court of the State of Oregon for the County of Wheeler, in the case entitled State of Oregon, for the Use and Benefit of N.S. Nelson and C.L. Nelson, partners doing a saw mill business under the firm name of N.S and C.L. Nelson, VS J.W. Feak Construction Company. This judgment was for lumber sold and delivered for the road work contracted by said Feak Construction company known as the Picture Gorge-Barnhouse Section of the Ochoco State Highway.

Cntr #1146
or #1182

Under the provisions of Chapter 24, Laws of Oregon 1923, page 32, reading as follows:

> "The proper officer or officers representing the ~~Sxtx~~ State, County, School Distrcit, Muncicipality Municipal Corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against the funds due or to become due said contractor by reason of his said contract".

ANSWERED
H. B. G.

We believe that you still have some of the funds due the contractor and would like to have you protect our clients on this judgment, and would like to hear from you whether it will be the disposition of your department to hold the fund in your hands for the protection of claimants who furnished labor or material for said contractors

Very Truly Yours
Carl Hendricks

ENDRICKS
TORNEYS-AT-LAW
FOSSIL. OREGON

May 5, 1931

RECEIVED
MAY 6 1931
OREGON
STATE HIGHWAY COMMISSION

Hon. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

On the 4th day of May, 1931, we secured a Judgment against J.W. Feak Construction Company and J.W. Feak. H.R. Lohrer, and R.W. Shaffer, for the sum of $125.oo and costs, in the Circuit Court of the State of Oregon for the County of Wheeler, in the case entitled State of Oregon, for the Use and Benefit of N.S. Nelson and C.L. Nelson, partners doing a saw mill business under the firm name of N.S and C.L. Nelson, VS J.W. Feak Construction Company. This judgment was for lumber sold and delivered for the road work contracted by said Feak Construction company known as the Picture Gorge-Barnhouse Section of the Ochoco State Highway.

Cntr #1146
or #1182

Under the provisions of Chapter 24, Laws of Oregon 1923, page 32, reading as follows:

> "The proper officer or officers representing the Sxta State, County, School Distrcit, Muncicipality Municipal Corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against the funds due or to become due said contractor by reason of his said contract".

ANSWERED
H. B. G.

We believe that you still have some of the funds due the contractor and would like to have you protect our clients on this judgment, and would like to hear from you whether it will be the disposition of your department to hold the fund in your hands for the protection of claimants who furnished labor or material for said contractors

Very Truly Yours
Hendricks

PR 134

Union Indemnity Company

A Division of Insurance Securities Company, Inc.

HANSEN & ROWLAND, INC.
GENERAL AGENTS
WASHINGTON, OREGON, IDAHO, ALASKA
WASHINGTON BLDG., TACOMA, WASH.

Union Indemnity Building
New Orleans, La.

April 20, 1931

State Highway Commission
SALEM, Oregon

RE: J. W. FEAK CONSTRUCTION COMPANY - Barn-House Ranch - Picture Gorge Section of Ochoco Highway

Gentlemen:

We would very much appreciate your forwarding us copy of the semi-final estimate on the above contract.

Please disregard our letter requesting estimate on the Bend-Horse Ridge Section job.

Thanking you for giving this matter your attention, we are

Yours very truly,

HANSEN & ROWLAND, INC.

By B. Smith
Claim Department

BIS

Received telephone call on this 8:35' am
4/22/31, saying disregard their letter and
send estimate for Bend-Horse Ridge #7
[illegible] ~~[illegible]~~ requested. Hfg

#1146

PR134D

April 17, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 15th instant in which you inclose three copies of the notice of claim filed by Earl B. Moore in behalf of his client the Cold Storage Market for materials furnished in the sum of $230.01 in connection with the contract awarded to the J. W. Peak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PN

April 17, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
70 Fourth Street
Portland, Oregon

[illegible]

Gentlemen:

We hand to you herewith a copy of the notice of claim filed in the office of the Secretary of State by Earl B. Moore, Attorney, in behalf of his client the Cold Storage Market for materials furnished in the sum of $230.01 to the J. W. Peak Construction Company in connection with the contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 15, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Earl B. Moore, Attorney at Law, John Day, Oregon, and filed as of this date a notice of claim by Cold Storage Market for materials furnished in the sum of $230.01 against the bond taken from the J. W. Peak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing herewith for your files and information a copy of this notice together with two addition copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

RECEIVED
APR 17 1931

TO THE SECRETARY OF THE STATE OF OREGON,
Salem, Oregon.

NOTICE IS HEREBY GIVEN: That DAN J. GLEASON, and CARL A. BROWN, co-partners, doing business under the name, style and designation of the Cold Storage Market, with their principal place of business at John Day, Grant County, Oregon, have a claim for goods, wares and merchandise, beef, hamburger, sausage, pork, etc., furnished in the sum of $230.01 against the Bond taken from the J. W. Feak Construction Company as principal and the Union Indemnity Company, a corporation of the State of Louisiana, as surety upon such Bond, and such goods, wares and merchandise, beef, hamburger, sausage, pork, etc., being sold and delivered to the said J. W. Feak Construction Company at their special instance and request and used by the said J. W. Feak Construction Company in the construction of the Ochoco Highway in Grant and Wheeler Counties, Oregon, and upon the Barnhouse ranch, picture gorge section;

That a copy of the account for such goods, wares and merchandise, beef, hamburger, sausage, pork, etc., is hereto attached as Exhibit "A" of this claim and that the same amounts to the sum of $230.01 for which the said Cold Storage Market and the co-partners thereof claim against the Bond of the said J. W. Feak Construction Company and their said surety;

That a period of one year has not elapsed since the completion of the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon;

DAN J. GLEASON
CARL A. BROWN
One of the co-partners of the Cold Storage Market, the above named Claimant.

Subscribed and sworn to before me this 30th day of March, 1931.

(SEAL)

EARL B. MOORE
Notary Public for Oregon, My Commission expires July 10, 1931.

EXHIBIT "A"

FEAK CONSTRUCTION COMPANY'S BILL

Aug. 4,	½ beef	259# @ 18 ¢	$ 46.62
Aug. 7,	½ beef	252# @ 18 ¢	45.36
Aug. 12,	1 hind ¼ beef	133# @ 18 ¢	23.94
Aug. 12,	25# hamburger & sausage	@ 21 ¢	5.25
Aug. 15,	1 hind ¼ beef	135# @ 18 ¢	24.30
Aug. 22	2 legs of pork	24# @ 29¢	6.96
Aug. 22,	2 loins of Pork	16½# @ 28 ¢	4.60
Aug. 25	sausage	20# @ 22 ¢	4.40
Aug. 27	1 Hind ¼ beef	121# @ 18 ¢	21.78
Sep. 1,	1 hind ¼ beef	132# @ 18 ¢	23.76
Sep. 8,	1 front ¼ beef	128# @ 18 ¢	23.04
		TOTAL,	$230.01

Endorsed: File No. 928
Filed April 15, 1931
HAL E. HOSS,
Secretary of State

#1146

PR 134B

April 17, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
70 Fourth Street
Portland, Oregon

Gentlemen:

We have another letter from W. L. Cooper, Attorney at Portland, concerning the claim of Cresswell & McIntyre against the J. W. Peak Construction Company, said claim being in the sum of $122.46, and being in connection with the contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

April 17, 1931

Mr. W. L. Cooper
Attorney at Law
Chamber of Commerce Bldg.
Portland, Oregon

Dear Sir:

In response to your request of the 16th instant to which was attached the affidavit of the claim of Craswell & McIntyre against the J. W. Peak Construction Company I am handing you herewith a certified copy of the contract and bond covering the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway. This contract was awarded to the J. W. Peak Construction Company by the State Highway Commission.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

W. L. COOPER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

April 16, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

On December 26th, I received a letter from you answering my letter of December 24th relative to a claim of Craswell & McIntyre against J. W. Feak Construction Company, contract No. 1146, for grading of the Barnhouse Ranch Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

At your suggestion I took the matter up with the bonding company in the Failing Building, but I could not do anything with them. On the 14th of this month the attorney for the bonding company absolutely refused the claim, so in accordance with the law as I understand it, I am filing the claim with you. I am going to bring an action in the Courts for the collection of the amount. I persume I will have to have a copy of their bond.

Yours truly,

W. L. Cooper

WLC
AKC

[illegible]
APR 17 1931

ANSWERED
H. B. G.

NOTICE OF CLAIM AGAINST BOND OF J. W. FEAK CONSTRUCTION COMPANY

TO: State Highway Commission of the State of Oregon, and
Hal E. Hoss, Secretary of State of the State of Oregon:

Notice is hereby given that the undersigned, Lawrence E. Craswell and O. G. McIntyre have a claim for labor performed with trucks and drivers for the sum of One Hundred Twenty-Two and 45/100 ($122.45) Dollars against the bond taken from J. W. Feak Construction Co., a copartnership, consisting of J. W. Feak, H. R. Lohrer, and R. W. Shaffer, as principals, and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties in the State of Oregon, the said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co., as contractor, which contract is number 1146 of the said State Highway Commission; the said copartnership J. W. Feak Construction Co. later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of Lawrence E. Craswell and O. G. McIntyre is a claim against said bond as the bond of the copartnership J. W. Feak Construction Co. and as the bond of the corporation J. W. Feak Construction Co.

The following is a statement of the nature and circumstances of the claim of the said Lawrence E. Craswell and O. G. McIntyre:

CRASWELL & MCINTYRE
Bill for J. W. Feak Construction Co.

Statement for month of April, 1930.			
56½ hours truck time @ $3.00 per hour	169.50		
56½ hours drivers time @ 62½¢ per Hr.		35.31	
76 gal. gas @ 20½¢ per gallon		15.58	
Oils		6.75	
By gas and oils used on trip from Portland	30.55		
	200.05	57.64	142.41
May			
787½ hours truck time @ $3.25 per hour	2559.37	491.88	
787½ hours drivers time @ 62½¢ per hr.		491.88	
(Blacksmith work) Bolts and wahers, bar iron		14.27	
To McIntyre meals for April & May		33.00	
814 gal. gas @ 20½¢ per gallon		166.87	
Oils		35.00	
	2559.37	741.02	1818.35
June			
1014 hours truck time @ $3.25 per hour	3295.50		
1014 hours drivers time @ 62½¢ per hr.		633.75	
To McIntyre car, 5 gal gas		1.40	
Machinist labor repairing trucks		5.70	
Industrial Insurance for April, May and June		33.21	
1181 gal. gas @ 20½¢ per gallon		242.11	
Oils		53.70	
Machinist labor on trucks		3.12	
	3295.50	972.99	2322.51
July			
831½ hrs truck time @ $3.25 per hr.	2702.37		
831½ hrs drivers time @ 62½ per hr.		519.69	
780 gal gas @ 20½¢ per gallon		159.90	
Oils		41.10	
Machinist labor on trucks		2.22	
Industrial Insurance		13.20	
	2702.37	736.11	1966.26
August			
292½ hrs truck time @ $3.25 per hour	950.62		
292½ hrs drivers time @ 62½¢ per hr.		[illegible]	
368 gal gas @ 20½ ¢ per gallon		75.44	
Oils		9.75	
Industrial Insurance		5.00	
12 hrs. hauling compressor @ $3.25 per hour (From camp to Portland)	39.00		
	989.62	273.01	716.61
Toatal truck haul, April 25th to August 14th	9746.91	2780.77	6966.14
Received by checks, April, May, June and July			6843.69
Balance due			$ 122.45

CRASWELL & McINTYRE

By C. G. McIntyre

STATE OF OREGON,)
: ss
County of Multnomah.)

I, O G McIntyre, being first duly sworn, depose and say:

That I am a partner of CRASWELL & McINTYRE, a partnership, named in the foregoing notice of claim; that I have personal knowledge of the facts set forth therein; have read the foregoing claim and the contents thereof are true as I verily believe.

O. G. McIntyre

Subscribed and sworn to before me this 16th day of April, 1931.

W. L. Cooper
Notary Public for Oregon.
My Commission expires: July 1, 1932.

#71

PR134D

April 14, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
70 Fourth Street
Portland, Oregon

Gentlemen:

We hand to you herewith certified copy of the notice of claim filed in the office of the Secretary of State by the Electric Steel Foundry for labor and materials furnished in the sum of $2084.84 in connection with the contract for the construction of the Bunkhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties. The contractor in connection with the above mentioned construction is the J. W. Feak Construction Company.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
INC.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

April 14, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 13th instant in which you inclose three certified copies of the notice of claim of the Electric Steel Foundry for labor and materials furnished in the sum of $2094.24 against the J. W. Peck Construction Company in connection with their contract for tHe construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

RW

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 14 1931
OREGON
STATE HIGHWAY COMMISSION

April 13, 1931

Oregon State Highway Commission
Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Platt, Platt, Fales, Smith & Black, Attorneys at Law, Portland, Oregon, and filed as of this date a notice of claim by Electric Steel Foundry for labor and materials furnished in the sum of $2094.24 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

NOTICE OF CLAIM

To the Secretary of the State of Oregon and
to Oregon State Highway Commission and Roy A. Klein,
State Highway Engineer:-

Notice is hereby given that the undersigned, Electric Steel Foundry, an Oregon corporation, has a claim for labor and materials sold, delivered and supplied for the upkeep and repair of road construction and grading equipment, in the sum of $2,094.24 , against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, doing business under the partnership designation of J. W. Feak Construction Co., as principal, and Union Indemnity Co., a Louisiana corporation, as surety, for the work of constructing and grading the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon, under contract between said Feak Construction Co., a partnership, and the Oregon State Highway Commission, which contract was dated January 16, 1930, and which bond was dated January 24, 1930; and that no part of this claim has been paid.

ELECTRIC STEEL FOUNDRY,

by HERMAN COHN
Secretary.

and affixed hereto the Seal of the State

COPY

United States of America

Endorsed: File No. 926
Filed April 13, 1931
HAL E. HOSS,
Secretary of State.

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Electric Steel Foundry for labor and materials furnished in the sum of $2094.24 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, with the original notice of claim filed in the office of the Secretary of State on April 13, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of April, A. D. 19 31

Hal E Hoss

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Electric Steel Foundry for labor and materials furnished in the sum of $2094.24 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, with the original notice of claim filed in the office of the Secretary of State on April 13, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of April, A. D. 19 31

Hal E Hoss
Secretary of State

#1146

PR 134 D

March 31, 1931

Barry & Morrison,
705 Bedell Bldg.,
Portland, Oregon.

Attention: W. H. Morrison.

Gentlemen:

In response to your inquiry of March 30th we wish to advise that the completion date of the J. W. Feak Construction Company Contract No. 1146 - Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway was December 23rd, 1930.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Barry & Morrison
Law Offices
705-7 Bedell Building

Alexander G. Barry
William H. Morrison

Portland, Oregon.

March 30th, 1931

State Highway Comm.,
Salem, Oregon.

Gentlemen:

We would appreciate your advising us of the exact date of the completion and acceptance of that certain contract known as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway. This contract, we understand, was performed by the J. W. Peak Construction Company.

Yours very truly,

BARRY & MORRISON,

By WH Morrison

38

WHM:G

Dec, 23, 1930

#1216

FR134D

March 27, 1931

Mr. Peter Pierson
162 E. Kearney Street
Bend, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 26th instant advising us of your claim in the sum of $15.00 against Kuckenberg-Wittman Co., Inc. for repairing one spring and furnishing one 1" pin.

You do not indicate in your letter what highway project this service was rendered in connection with and we are therefore unable to give you definite details as to how to proceed to collect your claim. Kuckenberg-Wittman Company, Inc. have a contract with the State Highway Commission for the construction of a bridge over Rock Creek on the Ochoco Highway near Mitchell, Oregon in Wheeler County. If your claim is against this project then I can say that the protection offered you is the bond furnished by the contractor in connection with this work. This bond was furnished for the protection of labor and material claims and all just debts, dues and demands incurred against the project. It was written by the Federal Surety Company of Iowa for whom Fred A. Schlich is local agent with offices in the Corbett Building Portland. We would suggest that you take the matter up with the bonding company and if you do not secure satisfaction then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1930, a mimeographed copy of which we inclose for your information.

In the event that your claim is against some other work upon which Kuckenberg-Wittman Company Inc. is employed then other means of getting settlement must be pursued. If you will give us the details as requested above we can inform you more definitely.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W
Inc.

#1216

PETER PIERSON
GENERAL BLACKSMITHING
945 Harriman St.
BEND, OREGON

ANSWERED
H. B. G.

Mch 26 - 31

Mr Roy Klein
Salem Ore -

Dear Sir. I am enclosing bill of Kuchenberg and Wittman which they neglected to pay. Is there some way you could get it for me. am also enclosing the job slip which you see was signed by the man who got the work done

Thanking You
Yours Truly
Peter Pierson

162 E Kearney Bend Ore

Roy Klein
State Hwy Commission
Salem

---

ant and Wheeler

ailed to the

COMMISSION

ARY

#1146

PR1340

JOB TICKET
PETES BLACKSMITH SHOP

Date mar 22

Name Kuchenberg & Wittmann

Address

Kind of Work

Labor	[illegible]	14	00
	1 pair 1" pin	1	00
	S. C. Carter		
Material			

Roy Klein
State Hwy Engineer
[illegible]

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of your letter
three certified
rl B. Moore for
as John Day
of $224.61 and
ished in connec-
S. Peck Construc-
ease Ranch-Picture
unt and Wheeler

mailed to the

ure

COMMISSION

ARY

#1146

PR1340

STATEMENT

BEND, OREGON. Mch 16 1931

Kuckenberg and Wittman

By L.C. Carter

To **PETER PIERSON**, Dr.

GENERAL BLACKSMITH

and HORSESHOER

945 Harriman St. Bend, Oregon

Nov 22 Repair Spring	14 00
1 - 1" pin	1 00
	15 00

Roy Klein

State Hwy Engineer

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of your letter
three certified
... Hours for
... John Day
of $224.?? and
...ished in connec-
..., Tank Construc-
...ance Bench-Fixture
...ant and Wheeler

mailed to the

...ours

COMMISSION

...TARY

#1146

PR134D

March 19, 1951

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 17th instant in which you inclose three certified copies of the notice of claim filed by Earl B. Moore for his client C. R. Schmidt, doing business as John Day Motor Company. This claim is in the sum of $224.51 and is for materials, labor and services furnished in connection with the contract awarded to the J. W. Peak Construction Company for the grading of the Burnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

Copies of this notice are being mailed to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

SECRETARY

[illegible]
[illegible]

March 19, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We have today received notice of the claim filed by C. R. Schmidt, doing business as John Day Motor Company, against the J. W. Peak Construction Company in connection with that company's contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon. This claim is in the sum of $224.81 and is for materials, labor and services furnished in connection with the above mentioned contract.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 17, 1931

State Highway Commission
State Office Building
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Earl B. Moore, Attorney, John Day, Oregon, and filed as of this date a notice of claim by C. R. Schmidt, doing business as John Day Motor Co., for materials, labor and services furnished in the sum of $224.51 against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

TO THE SECRETARY OF THE STATE OF OREGON
Salem, Oregon.

NOTICE IS HEREBY GIVEN: That the undersigned, C. R. SCHMIDT, known also as CLARENCE R. SCHMIDT, doing business under the firm, name and style of John Day Motor Co. has a claim for labor, materials and services performed and furnished in the sum of $383.09 against the bond taken from the J. W. Feak Construction Company as principal and the Union Indemnity Company, a corporation of the State of Louisiana as surety upon such bond, and such labor, materials and services being performed upon the motor vehicles of the said J. W. Feak Construction Company and delivered to the same in the construction of the Ochoco Highway in Grant and Wheeler Counties, Oregon , and upon the Barnhouse ranch, picture gorge section;

That a copy of the account for such labor, materials and services is hereto attached as Exhibit "A" of this claim; that the original items delivered were in the sum of $383.09, of which sum $158.58 has been paid, leaving a balance of $224.51 which the said C. R. SCHMIDT claims against the bond of the said J. W. Feak Construction Company and their said surety;

That a period of one year has not elapsed since the completion of the contract with an acceptance of the work by the affirmative action of the State of Oregon, and that said labor, materials and services were delivered to the said J. W. Feak Construction Company at their special instance and request and actually used by them in the construction of said State project

Dated this 6th day of March, 1931.

C. R. SCHMIDT
Owner and Proprietor of John Day Motor Company.

Subscribed and sworn to before me this 6th day of March, 1931.

EARL B. MOORE
Notary Public of Oregon.
My commission expires July 10, 1931.

(SEAL)

Claim of C. R. Schmidt against J. W. Feak Construction Company and Union Indemnity Company.

Endorsed: File No.912
Filed March 17, 1931
HAL E. HOSS,
Secretary of State

Statement of Account

JOHN DAY MOTOR CO.

C. R. SCHMIDT, Prop.

Tires-FIRESTONE-Tubes

Cars-Trucks-Tractors Lincoln-FORD-Fordson

EXHIBIT "A"

The Ford for Everything-Everything for the Ford
JOHN DAY, OREGON

Peak Construction Co.
Dayville, Oregon

C. R. Schmidt doing business under the firm, name and style
of John Day Motor Co.

7/4	1-A14403 hd lamp wiring	1.00
	1-A14403-D" " "	1.00
	1-A 14406 cut out conduit	.55
	1-A5123-B Spindle bolt bearing	.25
7/9	wrecker service	2.00
7/14	2-battery cables	1.10
7/14	2-used head lites	3.50
	2-head lamp plugs	.20
	1-switch ignition	.60
	1-switch wire	.70
	1-battery	8.00
7/17	1-A46125	.10
7/18	4-tail lite globes	.80
	10-5003B coil points	.60
	10-5000 " "	.80
7/18	9½ Gals gas	2.85
	2 qts. oil	.50
	1-AA8 005B radiator	25.00
	4-hub nuts	.60
	1-AA5020 frame cs. member	2.40
	2-A13480 step lite switch	.80
	2-step lite globes	1.00
7/18	12 zerc fittings	1.20
7/18	4-A 6152-A piston rings oil control	.60
	4-A6152AR " " " "	.60
	8-A6150 compression rings	1.20
	1-5030A Timer wire	1.00
	2-timers and rollers	1.40
	4-A6052 engine support springs	.40
	1-A6710 gasket	.05
	1-A6711 "	.05
	1-A6700 packing	.05
	1-A6701BR "	.05
7/19	6-A2503 brake rod springs	.60
	3-gals gas	.90
	6-A 2586 brake rod springs emergency	.60
7/21	4-tire boots	2.60
	10-lite globes	5.00
7/25	6 gen. brushes	.60
	1-A12200 dist. rotor	.15
	1-5041 lighting wire	.60
	105043 switch wire	.80
	postage	.10
7/23	4-A6152AR oil control ring	.60
7/31	1-heavy duty front sprg.	12.50
7/31	3-A8620 fan belts	2.10
	4-A6051 engine support springs	.40
	1-A10093AR gen. bearing	1.75
	postage	.10

8/3	1-A 10094 gen. bearing	1.20
8/4	2-used wheels	7.00
8/16	2-cans Seal Fast Patch	1.00
	postage	.07
8/29	1-A6050 cyl. head	6.00
8/28	6-6505 valves	2.10
	8-6516 bushings	1.44
	4-9448 manifold gakts.	.20
8/29	alemite chassis	1.50
	2 lb. trans. grease	.50
	2½ lb. diff. "	.60
	car wash	1.50
	polish	1.50
8/28	labor and parts for over-hauling front end and motor—	
	6-qts Hyvis oil	2.10
	labor	28.00
	8-A2019 brake shoes	4.40
	2-A5109 spindle bushing	.20
	2-A5110 " " lower	.20
	1-A 5115C" bolt right	1.00
	1-A5116-C " " left	1.00
	2-A5122-C " " pin	.50
	2-A5124 " " lock nut	.10
	2-A 5288 " " felt retainer	.10
	2-A22416 felt washers	.10
	2-A3570 steering shaft felt	.10
	1-A2499-B brake rod	.25
	1-A3524-B steering shaft and worm	2.75
	1-A6051 head gasket	.45
	1-A6700 oil pan packing R.	.05
	1-A6 701 " " " L.	.05
	1-A6710 " " gasket R.	.05
	1-A6711 " " " L	.05
	1-A8255 gasket	.05
	8-A6150A piston compression rings	1.20
	4-A6155A oil control rings	.60
	2-A9440 manifold glands	.10
	2-A9448 " gaskets	.10
9/1	12-spark plugs .65	7.80
	postage	.10
9/3	2-5120 armatures	10.00
9/6	1-A 10094 gen. bearing	1.20
9/23	1-A6595 fly wheel housing	4.00
9/24	motor overhaul—labor	26.75
	4 lb. grease	1.00
	4-A 6110BR pistons	7.00
	4-A6135A piston pins	1.80
	8-A6150A " compression rings	1.20
	4-A6155A Oil rings	.60
	4-6505 valves	1.40
	1-6700 oil pan packing	.05
	1-6701BR" " " rear	.05
	1-5711 " " gasket L.	.05
	1-6710 " " " R.	.05
	1-6521 gasket valve cover	.10
	1-6051 head gasket	.40
	1-6255A outlet gasket	.05
	1-A5510 front spring	2.50
	2-5465 " " hangers	.50
	2-5715 rear " "	.70
	4-24440 bumpers	.40
	door bumpers	.20
10/2	3-oil caps	.45
	1-front spring	2.25
10/6	1-dist. head	.55
	1-head gasket	.45
	1-set manifold gasket	.30
	1-ring gear	13.50

	1-dist. rotor	.15		
	1-worm drive	6.00		
	1-shop kit patching	1.75		
10/12	12-piston rings	2.40		
10/14	1-set bands (old)	1.00		
	1-set bands (new)	.90		
10/29	4-10069C gen. brush	.52		
	2-10070C " "	.16		
	1-10095B " bearing	1.20		
	1-10114 " washer	.05		
	1-felt	.02		
10/30	1-tire pump	1.00		
	1-A6256 cam shaft gear (large)	2.50		
	1-A6306 " " " (small)	.75		
	2-30X3½ tires	12.80		
	2-29x4.40 "	15.70		
	2-30x3½ tubes	2.30		
	2-29x4.40 "	5.30		
	1-32x600 tire	20.25		
10/30	1-32x600 tire and tube	22.85		
11/8	1-box valve caps	.25		
	1-box valve cores	.30		
11/10	1-H. D. Firestone tire 6.50x20	22.05		
11/20	1-A4520C Unv. Housing	2.50		
	1-A10095B Gen. bearing	1.20		
	10-spark plugs	7.50		
12/3/	2 gals gas	.60		
	2-14405C hd. lamp wiring	2.00		
	1-3551 str. shaft bearing	.95		
	2-shims	.10		
12/15	1-A11450C starter switch assy.	.45		
	1-A14403D hd. lamp wire assy.	1.00		
	2-A14567R hd. lamp wire bushing	.06		
	4-A14567B " " " "	.04		
	1-A13802 Ford horn	3.00		
	1-A14401 wiring assy.	.30		
	1-A14406 conduit assy.	.45		
12/22/	6-hood clamps	1.20		
	1-fan belt	.70		
	TOTAL CHARGES	383.09		
	total charges	383.09		
8/1	cr. by return of 1-A10093 bearing		1.75	
8/2	cr. by return of 8-A6152AR oil control ring		1.20	
10/30	cr. by return of 1-31x5.25 tire and tube		15.20	
11/3	cr. by return of 1-32x600 tire		20.25	
11/1	cr. by cash		60.33	
11/16	cr. by cash		37.35	
12/15	Cr. by cash		17.20	
12/27	cr. by cash		5.30	
	TOTAL CREDITS		158.58	
	BALANCE DUE			224.51

Endorsed: File No. 912
Filed March 17, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by C. R. Schmidt, doing business as John Day Motor Company, for labor, materials and services furnished in the sum of $224.51 against the bond taken from the J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, with the original notice of claim filed in the office of the Secretary of State on March 17, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of March, A. D. 1931.

Hal E Hoss

Secretary of State

#1146

PR1340

March 19, 1931

Union Indemnity Company
Irvigg L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a letter from Mr. Walter Rinehart of John Day, Oregon, in which he advises us of his claim in the sum of $15.00 against the J. W. Feak Construction Company for services rendered that company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We give you this information since you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

#1146

PR 1340

March 18, 1931

Mr. William B. Layton
Attorney at Law
400 Pittock Block
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 17th instant in which you advise us of the claim of the Pacific Fruit & Produce Company against the J. W. Fenk Construction Company, being in the sum of $47.14 for materials, provisions and supplies furnished this company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today calling this matter to the attention of the contractor and the surety on his bond.

We note in the second paragraph of your letter that you are filing this affidavit in accordance with the requirement of law. We presume that you have also filed a copy of this notice with the Secretary of State since it is the requirement that notice be filed in the Secretary of State's office within a period of one year from the date of completion of the contract in order to hold the bond responsible and liable after that date.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

March 18, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you,as surety on the bond furnished by the J. W. Feak Constuction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties,that we have today received information from Mr. William B. Layton, Attorney of Portland, Oregon to the effect that his client,the Pacific Fruit & Produce Company,have a claim against the J. W. Feak Construction Company in the sum of $47.14 for materials, provisions and supplies furnished this contracting company in connection with the above mentioned work.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Edward A. Buyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

March 17th, 1931

Secretary of Oregon State
Highway Commission,
Salem, Oregon

Re: Pacific Fruit & Produce Co.
vs J. W. Feak Construction Co.
$47.14

Dear Sir:-

I enclose herewith notice of Pacific Fruit & Produce Co. that that company has a claim for materials, provisions and supplies in the amount of $47.14 against the bond taken from J. W. Feak Construction Co. as principal and United Indemnity Company as surety for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon. Would you be so kind as to acknowledge receipt of this notice.

I enclose herewith also affidavit in accordance with the requirement of law before taking action on the bond.

Very truly yours,

E A Buyrie

Encs.

EAB:EN

ANSWERED
H. B. G:

STATE OF OREGON,)
) SS.
County of Multnomah)

I, W. A. Yeomans, being first duly sworn, depose and say that I am Credit Manager of Pacific Fruit & Produce Co., and am familiar with the matters hereinafter stated by me;

That said Pacific Fruit & Produce Co. furnished provisions, supplies and materials for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now due for said provisions, supplies and materials the sum of Forty-seven and 14/100ths ($47.14) Dollars.

W. A. Yeomans

Subscribed and sworn to before me this 11th day of March, 1931.

Notary Public for ~~Oregon.~~ State of Washington

My commission expires: Nov 9, 1934

TO OREGON STATE HIGHWAY COMMISSION:-

NOTICE is hereby given that the undersigned, PACIFIC FRUIT & PRODUCE CO., has a claim for materials, provisions and/or supplies consisting of provisions and food stuffs in the sum of FORTY-SEVEN and 14/100ths ($47.14) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

PACIFIC FRUIT & PRODUCE CO.,

By W A Yeoman

Cr. Mgr

#1146

PR 134D

March 18, 1931

William B. Layton
Attorney at Law
400 Pittock Block
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 17th instant in which you advise us of the claim of the Crown Mills against the J. W. Peak Construction Company, being in the sum of $17.10 for provisions and supplies furnished this company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today calling this matter to the attention of the contractor and the surety on his bond.

We note in the second paragraph of your letter that you are filing this affidavit in accordance with the requirement of law. We presume that you have also filed a copy of this notice with the Secretary of State, since it is the requirement that notice be filed in the Secretary of State's office within a period of one year from the date of completion of the contract in order to hold the bond responsible and liable after that date.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

March 18, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, that we have today received information from Mr. William D. Layton, Attorney of Portland, Oregon, to the effect that his client, Crown Mills, has a claim against the J. W. Feak Construction Company in the sum of $17.10 for provisions and supplies furnished this company in connection with the above mentioned work.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc J. W. Feak Constuction Co.
504 Puyallup Avenue
Tacoma, Washington

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

March 17th, 1931

Secretary of Oregon State
Highway Commission,
Salem, Oregon

Re: Crown Mills v. J. W. Feak Construction Co. - $17.10

Dear Sir:-

I enclose herewith notice of Crown Mills that that company has a claim for materials, provisions and supplies in the amount of $17.10 against the bond taken from J. W. Feak Construction Co. as principal and United Indemnity Company as surety for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon. Would you be so kind as to acknowledge receipt of this notice.

I enclose herewith also affidavit in accordance with the requirement of law before taking action on the bond.

Very truly yours,

E a Boyrie

Encs.

EAB:EN

TO OREGON STATE HIGHWAY COMMISSION:-

NOTICE is hereby given that the undersigned, CROWN MILLS, has a claim for materials, provisions and/or supplies consisting of provisions and food stuffs in the sum of SEVENTEEN and 10/100ths ($17.10) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

CROWN MILLS,
By C. W. Wosper
CREDIT MAN

STATE OF OREGON,)
) SS.
County of Multnomah)

I, C. V. VOSPER, being first duly sworn, depose and say that I am CREDIT MAN of Crown Mills, and am familiar with the matters hereinafter stated by me:

That said Crown Mills furnished provisions, supplies and materials for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now due for said provisions, supplies ~~and~~ or materials the sum of Seventeen and 10/100ths ($17.10) Dollars.

C. V. Vosper

Subscribed and sworn to before me this 17th day of March, 1931.

Notary Public for Oregon.

My commission expires: May 21, 1934

#1146

PR134B

March 18, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, that we have today received information from William B. Layton, Attorney of Portland, Oregon, to the effect that his client, the Sunset Electric Company, has a claim against the J. W. Feak Construction Company in the sum of $141.81 for supplies and materials furnished this company in connection with the above mentioned work.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

CC J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

March 18, 1931

William B. Layton
Attorney at Law
Pittock Block
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 17th instant in which you advise us of the claim of the Sunset Electric Company against the J. W. Fenk Construction Company, being in the sum of $141.61 for supplies and materials furnished this company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today calling this matter to the attention of the contractor and the surety on his bond.

We note in the second paragraph of your letter that you are filing this affidavit in accordance with the requirement of law. We presume that you have also filed a copy of this notice with the Secretary of State, since it is the requirement that notice be filed in the Secretary of State's office within a period of one year from the date of completion of the contract in order to hold the bond responsible and liable after that date.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

March 17th, 1931

Secretary of Oregon State
Highway Commission,
Salem, Oregon

Re: Sunset Electric Co.
vs J. W. Feak Construction Co.
$141.61

Dear Sir:-

I enclose herewith notice of Sunset Electric Co. that that company has a claim for supplies and materials in the amount of $141.61 against the bond taken from J. W. Feak Construction Co. as principal and United Indemnity Company as surety for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon. Would you be so kind as to acknowledge receipt of this notice.

I enclose herewith also affidavit in accordance with the requirement of law before taking action on the bond.

Very truly yours,

E A Boyrie

Encs.

EAB:EN

TO OREGON STATE HIGHWAY COMMISSION:-

NOTICE is hereby given that the undersigned, SUNSET ELECTRIC CO., has a claim for supplies and materials in the sum of ONE HUNDRED FORTY-ONE and 61/100ths ($141.61) Dollars, against the bond taken from J. W. FEAK CONSTRUCTION CO. as principal and UNITED INDEMNITY COMPANY as surety, for the work of gradding on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

SUNSET ELECTRIC CO.,
By G W Gross
Office Manager

STATE OF OREGON,)
) SS.
County of Multnomah)

I, H W Gross, being first duly sworn, depose and say that I am Office manager of SUNSET ELECTRIC CO., and am familiar with the matters hereinafter stated by me:

That said SUNSET ELECTRIC CO. furnished supplies and materials for the prosecution of and which were used in the prosecution of the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now due for said supplies and materials the sum of One Hundred Forty-one and 61/100ths ($141.61) Dollars.

Sunset Electric Co
By H W Gross

Subscribed and sworn to before me this 17th day of March, 1931.

Edward A Byrne
Notary Public for Oregon.

My commission expires: May 21. 1934

#1146

PR 134 D

March 26, 1931

Union Indemnity Company
Irving E. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received a notice of claim from the [illegible] Company against the J. W. Feak Construction [illegible] which is in the sum of $813.00 and is for materials furnished the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

March 16, 1931

William B. Layton
400 Pittock Block
Portland, Oregon

Attention: E. A. Boyrie

Dear Sir:

In response to your request of the 11th instant we hand to you herewith a certified copy of the contract awarded to the J. W. Peak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This letter is also to acknowledge receipt of the affidavit of claim of Hirsch-Weis Manufacturing Company against the J. W. Peak Construction Company, being in the sum of $815.00

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

12 1931

March 11th, 1931

Secretary Oregon State
Highway Commission,
Salem, Oregon

In Re: Hirsch-Weis Manufacturing Co.
vs J. W. Feak Construction Co.

Dear Sir:-

I enclose herewith notice of claim of Hirsch-Weis Manufacturing Co. that that company has a claim in the amount of $813.00 against the bond taken from J. W. Feak Construction Co. as principal and United Indemnity Company as surety for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon. I enclose also affidavit of the Credit Manager of Hirsch-Weis Manufacturing Co. and ask that certified copy of contract and bond be forwarded to me.

Thanking you, I am

Very truly yours,

E a Boyrie

Encs.

EAB:EN

ANSWERED
H. B. G.

STATE OF OREGON,)
) SS.
County of Multnomah)

I, E. W. ROSS, being first duly sworn, depose and say that I am Credit Manager of Hirsch-Weis Manufacturing Co., and am familiar with the matters hereinafter stated by me;

That said Hirsch-Weis Manufacturing Co. furnished materials for the prosecution of and which were used in the prosecution of the work of grading on the Burnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon, and that payment for the same has not been made and that there is now owing for said materials the sum of EIGHT HUNDRED THIRTEEN and no/100ths ($813.00) Dollars.

E. W. Ross

Subscribed and sworn to before me this 10th day of ~~February~~ March, 1931.

Edward A. Berger
Notary Public for Oregon.

My commission expires: May 25, 1934

TO OREGON STATE HIGHWAY COMMISSION:-

NOTICE is hereby given that the undersigned, HIRSCH-WEIS MANUFACTURING CO., has a claim for materials, provisions and/or supplies consisting of clothing and grocery supplies in the sum of EIGHT HUNDRED THIRTEEN and no/100ths ($813.00) Dollars, against the bond taken from J. W. FEAR CONSTRUCTION CO. as principal and **UNITED INDEMNITY COMPANY** as surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Section on the Ochoco Highway in Wheeler and Grant Counties, Oregon.

HIRSCH-WEIS MANUFACTURING CO.,

By E. W. Ross

Credit Manager

#1146

PR 134D

March 16, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 13th instant in which you inclose a notice of the claim of the Blue Mountain Toll Line for service furnished in the sum of $252.40 to the J. W. Feak Construction Company in connection with the contract awarded to the J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

March 16, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by the Blue Mountain Toll Line for service furnished in the sum of $252.40 to the J. W. Feak Construction Company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 13, 1931

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B.Glaisyer, Chief Clerk

This is to advise that we received and filed as of this date a notice of claim by Blue Mountain Toll Line for service furnished in the sum of $252.40 against the bond taken from the J. W. Feak Construction Company, principal, and the Union Indemnity Co., Surety, for construction work on the Ochoco Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State

By Edith Libby.

L

COPY

BLUE MOUNTAIN TOLL LINE

S. C. Johnson, Owner and Manager

SPRAY, OREGON March 11, 1931

To the Secretary of the State of Oregon.

To the State of Oregon and to the
State Highway Commission:

Notice is hereby given that the undersigned, the BLUE MOUNTAIN TOLL LINE, has a claim for Local and Long Distance Telephone Service in the sum of Two Hundred Fifty Two and 40/100 dollars ($252.40) against the Bond taken by J. W. Peak Construction Company, Principal and the Union Indemnity Co., Surety, for services rendered in connection with the grading of the Ochoco Highway.

Dated March 11, 1931

BLUE MOUNTAIN TOLL LINE

By S. C. JOHNSON
Owner and Mgr.

CCs Secretary of State,
J. W. Peak Construction Co., Tacoma, Wash.
Union Indemnity Co., Failing Building, Portland, Oregon.
Hendricks and Hendricks, Fossil, Oregon.

ENDORSED:
File No. 911
Filed March 13, 1931, HAL E. HOSS, Secretary of State.

PR134D

March 11, 1931

Mr. H. B. Meacham
631 Pacific Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 7th instant wish to say that the contract to which you refer was a State Highway Contract awarded by the State Highway Commission to the J. W. Feak Construction Company. This contract is #1146 and covers the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon. The contractor furnished the State with a surety bond for the protection of claims incurred against this project. This bond was written by the Union Indemnity Company for whom Irving L. Webster Company are agents with offices in the Failing Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

LAW OFFICES
M. B. MEACHAM
631 PACIFIC BUILDING
PORTLAND, OREGON

March 7th 1931.

State Highway Commission,

Salem, Oregon.

Gentlemen:-

During July, August and September 1930 my client furnished certain material to J. W. Feak Construction Co which company was at that time engaged in highway construction work near Kimberly, Grant County, Oregon.

Will you please advise me whether this contract was made with you or with one of the Counties of Oregon, and oblige,

Yours very truly,

M B Meacham

ANSWERED
H. B. G.

P.R. 134-B

March 12, 1931.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of March 7th, we are returning herewith five copies of estimate as basis for modified agreement for the [illegible] Ranch-Picture Gorge Section, Project No. 134-B. We are likewise enclosing an additional copy of the corrected sheets of the estimate which you may wish to substitute in the sixth copy which was not returned to us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

Surfacing

13,300 cu. yds.	Base Mat'ls in Surfacing	$1.86	$24,738.00
12,000 cu. yds.	Top " " "	1.91	22,920.00
3,850 cu. yds.	Key " " "	2.04	7,644.00
5,150 cu. yds.	Screenings " "	2.10	10,815.00
2,320 cu. yds.	Filler	0.25	580.00
4,400 yd. mi.	Filler Haul	0.18	792.00
5,900 cu. yds.	Selected Borrow	0.35	2,065.00
1,400 M-Gal.	Sprinkling	1.50	2,100.00
100,000 sq. yds.	Oiling Macadam Base	0.16 (Est.)	16,000.00
		Sub-total	$87,654.00
		10% Engr. & Cont.	8,765.40
		Total (Surfacing)	$96,419.40
		Sub-total (Roadway)	$271,888.50
		10% Engr. & Cont.	27,188.85
		Total (Roadway)	$299,077.35

Rock Creek Bridge, West Unit

150 cu. yds.	Excavation	$5.00 (low bid)	$ 750.00
30 cu. yds.	Excavation below plans	7.00 " "	210.00
195 cu. yds.	Class "A" Concrete	28.00 " "	5,460.00
125 cu. yds.	Class "D" Concrete	28.00 " "	3,500.00
68,000 lbs.	Metal Reinforcement	0.06 " "	4,080.00
310 lin. ft.	Concrete Handrail	4.00 " "	1,240.00
		Sub-total (Structure)	$15,240.00
		10% Engr. & Cont.	1,524.00
		Total	$16,764.00

Length of West Unit, including Bridge	6.891 miles
Length of Rock Creek Bridge, 150 feet	.028 "
" " West Unit, excluding Bridge	6.863 "
Length of East Unit, (Net)	3.070 miles
" " Project Excluding Structure	9.933 "
" " " Including "	9.961 "

Cost per mile, roadway, $30,109.40

Estimated Surfacing to be done prior to Sept. 1, 1931, 50%

SUMMARY

Item	Total Cost	Federal Aid		Government Advance Emergency Funds	State Funds
Grading	$202,657.95	$125,573.26	(61.963+%)	$ - -	$77,084.69
Surf. to be done prior to Sept.1, 1931	48,209.70	14,462.91	(30%)	26,515.33(55%)	7,231.46
Surf. to be done after Sept. 1, 1931	48,209.70	30,000.89	(62.23%)	- -	18,208.81
Totals (Roadway)	$299,077.35	$170,037.06		$26,515.33	$102,524.96
1 Structure	16,764.00	10,422.23		- -	6,341.77
Totals (All Work)	$315,841.35	$180,459.29		$26,515.33	$108,866.73

State funds for Construction: Chapter 175, Laws 1917; Chapter 21, Laws 1929.

" " " Maintenance Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning your estimate on Oregon Emergency Federal Aid Project No. 134-D for correction. Our field inspections show that the five 19' spans at Station 1265+50 have been replaced by two 36" culverts.

Please eliminate the trestle item from the estimate and correct the several roadway lengths affected. The 36" culverts can be claimed as a contingency in the final voucher.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

March 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning your estimate on Oregon Emergency Federal Aid Project No. 134-D for correction. Our field inspections show that the five 19' spans at Station 1265+50 have been replaced by two 36" culverts.

Please eliminate the trestle item from the estimate and correct the several roadway lengths affected. The 36" culverts can be claimed as a contingency in the final voucher.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

March 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to your letter of March 4 enclosing six copies of estimate as basis for modified agreement covering Fort Creek-Barnhouse Ranch section, Ochoco Highway, Oregon Federal Aid Project No. 134-C.

It is our understanding that the 23' timber trestle span at Sta. 1162+80 has been eliminated and a 36" corrugated metal pipe substituted therefor. If this is the case, it will be necessary to revise the estimate, excluding this span. Payment for the 36" pipe may be claimed as a contingent. Mileages will also have to be revised.

We are returning five copies of the estimate with the request that you make the necessary corrections and return at your earliest convenience.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

PR134D

March 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Barnhouse Ranch-Picture Gorge Section, Project No. 134-D. Six copies of cost analysis covering the preliminary oil treatment are likewise enclosed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

Oregon State Highway Department Emergency Project No. 134-B

BARNHOUSE RANCH-PICTURE GORGE SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate as basis for modified agreement. Based on contract prices.)

Salem, Oregon March 2, 1931.

Grading

West Unit (Sta. 1181+02.2 to Sta. 1546+00)

All Required	Clearing and Grubbing		Low Bid	$ 900.00
56,900 cu. yds.	Common Excavation	$ 0.30	" "	17,070.00
52,600 cu. yds.	Intermediate Excavation	0.41	" "	21,566.00
86,500 cu. yds.	Solid Rock Excavation	0.82	" "	70,930.00
173,000 yd. sta.	Overhaul	0.015	" "	2,595.00
72 cu. yds.	Class "A" Concrete	30.00	" "	2,160.00
6 cu. yds.	" "B" "	28.00	" "	168.00
6,400 lbs.	Metal Reinforcement	0.08	" "	512.00
60 cu. yds.	Riprap	2.25	" "	135.00
7 M-FBM	Lumber & Tbr. (Tres. Sta. 1532+40)	65.00	" "	455.00
700 lin. ft.	12" Concrete Pipe	1.50	2nd low bid	1,050.00
850 lin. ft.	18" " "	2.75	" " "	2,337.50
430 lin. ft.	24" " "	3.75	" " "	1,612.50

Sub-total (West Unit) $121,491.00

East Unit (Sta. 1546+00 to Sta. 1705+82.8)

All Required	Clearing and Grubbing	$	Low Bid	$ 400.00
14,000 cu. yds.	Common Excavation	0.30	" " "	4,200.00
20,700 cu. yds.	Intermediate Excavation	0.41	" " "	8,487.00
56,700 cu. yds.	Solid Rock Excavation	0.82	" " "	46,494.00
111,000 yd. sta.	Overhaul	0.015	"	1,665.00
110 cu. yds.	Riprap	2.25	"	247.50
400 lin. ft.	12" Concrete Pipe	1.50	2nd Low Bid	600.00
100 lin. ft.	18" " "	2.75	" " "	275.00
100 lin. ft.	24" " "	3.75	" " "	375.00

Sub-total (East Unit) 62,743.50

Sub-total (grading)	$184,234.50
10% Engr. & Cont.	18,423.45
Total (grading)	$202,657.95

Surfacing

13,300 cu. yds.	Base Mat'ls in Surfacing	$1.86	$24,738.00
12,000 cu. yds.	Top " " "	1.91	22,920.00
3,850 cu. yds.	Key " " "	2.04	7,854.00
5,150 cu. yds.	Screenings " "	2.10	10,815.00
2,200 cu. yds.	Filler	0.25	550.00
4,400 yd. mis.	Filler Sand	0.18	792.00
3,100 cu. yds.	Selected Borrow	0.35	1,085.00
1,400 M-Gal.	Sprinkling	1.50	2,100.00
105,000 sq. yds.	Oiling Macadam Base	0.16 (Est.)	16,800.00
	Sub-total		$87,654.00
	10% Engr. & Cont.		8,765.40
	Total (Surfacing)		$96,419.40
	Sub-total (Roadway)		$271,888.80
	10% Engr. & Cont.		27,188.88
	Total (Roadway)		$299,077.68

Trestle, West Unit - 3-12' Spans

34 cu. yds.	Class "B" Concrete	$28.00 (Low bid)	$ 952.00
38 M-FBM	Lumber & Timber	65.00 (" ")	2,470.00
			$ 3,422.00

Rock Creek Bridge, West Unit

150 cu. yds.	Excavation	5.00 (Low Bid)	$ 750.00
30 cu. yds.	" below plans	7.00 " "	210.00
195 cu. yds.	Class "A" Concrete	28.00 " "	5,460.00
125 cu. yds.	" "D" "	28.00 " "	3,500.00
68,000 lbs.	Metal Reinforcement	0.06 " "	4,080.00
310 lin. ft.	Concrete Handrail	4.00 " "	1,240.00
			$ 15,240.00
	Sub-total (Structures)		$ 18,662.00
	10% Engr. & Cont.		1,866.20
	Total		$ 20,528.20

Length of West Unit, including trestles		6.891 miles
" " 1 Timber Bridge	95 ft.	
" " Rock Creek "	150 ft.	
" " Bridges	245 ft.	0.046 miles
" " West Unit, excluding Bridges		6.845 miles
" " East Unit, (net)		3.070 miles
" " Project, excluding structures		9.915 miles
" " " , including "		9.961 miles

Cost per mile, roadway $30,164.13

Estimated Surfacing to be Done Prior to Sept. 1, 1931 50%

SUMMARY

Item	Total Cost	Federal Aid	Government Advance Emergency Funds	State Funds
Grading	$202,657.95	$125,573.28 (61.953+%)	$ - -	$77,084.67
Surf. to be done prior to Sept.1,1931	48,209.70	14,462.91 (30%)	26,515.33 (55%)	7,231.46
Surf. to be done after Sept. 1, 1931	48,209.70	30,000.82 (62.23%)	- -	18,208.88
Totals (Roadway)	$299,077.35	$170,037.08	$26,515.33	$102,524.94
2 Structures	20,528.20	12,774.67	- -	7,753.53
Totals (All Work)	$319,605.55	$182,811.75	$26,515.33	$110,278.47

State funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
" " " Maintenance: Chapter 41, Laws 1927.

#11111

[illegible] RANCH—PICTURE GORGE

ANALYSIS OF COST FOR

PRELIMINARY OIL TREATMENT

PROJECT NO. 124-2

	Per Sq. Yd.
Preparing Base	$ .009
No. 3 Oil	.036
Heating, Hauling and Spreading Oil	.010
Aggregate	.068
Loading, Hauling and Spreading Aggregate	.027
Moving and Setting Up Plant	.002
Supervision	.008
	$ .160 Per Sq. Yd.

#1146

#1146

STATE OF OREGON)
) ss
County of Grant)

I, DAN J. GLEASON, being first duly sworn on oath, say:

That my residence and postoffice address is John Day, Grant County, Oregon, and that I am one of the proprietors of The Cold Storage Market, a co-partnership doing a general meat and cold storage business in the City of John Day, Grant County, Oregon;

That between the 4th day of August, 1930, and the 8th day of September, 1930, I furnished to the J. W. Feak Construction Company, goods, wares and merchandise, beef, hamburger, sausage, pork, etc., in the sum of $230.01, at their special instance and request, which goods, wares and merchandise, beef, hamburger, sausage, pork, etc., was used by the said J. W. Feak Construction Company in their construction work on the Ochoco Highway in Wheeler and Grant Counties, Oregon, the same being upon that section between Mitchell and the John Day Picture Gorge;

That payment in full has not been made thereon and that I hereby request a certified copy of said contract and bond upon which I might base an action and be authorized to bring suit in the name of the State of Oregon for the materials mentioned above.

Dan J. Gleason
One of the partners of the
Cold Storage Market.

Subscribed and sworn to before me this 5th day of March, 1931.

B. Moore
Notary Public for Oregon
My commission expires July 10, 1931.

#1146
PR 134 D

March 3, 1931

Mr. Earl B. Moore, Lawyer
John Day, Oregon

Dear Sir:

Responding to your request of the 28th instant we are handing you herewith a certified copy of the contract awarded to the J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state highway contract #1146.

This company was also awarded a contract by the Oregon State Highway Commission for the surfacing of the Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County. We shall be pleased to send you a certified copy of this if you will submit an affidavit similar to the one you submitted in connection with the other project.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

ANSWERED

Earl B. Moore
LAWYER
GRANT COUNTY
JOHN DAY, OREGON

February 28, 1931

The State Highway Commission,
Salem, Oregon.

Dear Sirs:

Enclosed you will find the Affidavit of C. R. Schmidt for a copy of the bond of the J. W. Feak Construction Company for the Ochoco Highway in Wheeler and Grant Counties, between Mitchell and the Picture Gorge.

I would like to know if project No. 1236, contract No. 1146 is the only contract they have had. If they have others, kindly send them to me so that I can cover the whold field.

Very truly yours,

Earl B. Moore

EBM:LB
Encl. 1

ANSWERED
H. B. C

[illegible]
MAR 2 1931
OREGON

STATE OF OREGON)
) ss
County of Grant)

I, C. R. SCHMIDT, being first duly aworn on oath, say:

That my residence and postoffice address is John Day, Grant County, Oregon, and that I am the proprietor and owner of the John Day Motor Company, doing a general garage and automobile sales and repair business within the city of John Day.

That between the 1 day of July, 1930, and the 22 day of December, 1930, I furnished to the J. W. FEAK CONSTRUCTION COMPANY goods, wares, merchandise, gasoline, oil, repairs and labor upon certain motor vehicles belonging to the said J. W. FEAK CONSTRUCTION COMPANY and used by them in their construction work on the Ochoco Highway in Wheeler and Grant Counties, and being upon that section between Mitchell and the John Day Picture Gorge; That the amount due thereon, as a balance is the sum of $224.51

That payment in full has not been made thereon and that I hereby request a certified copy of such contract and bond upon which I might base an action and be authorized to bring suit in the name of the State of Oregon for the materials mentioned above.

C R Schmidt

Subscribed and sworn to before me this 28th day of February, 1931.

Earl B Moore
Notary Public for Oregon
My commission expires July 10, 1931.

PR 1348

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

March 3, 1931.

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. H. B. Glaisyer,

Dear Sir:

RE: Contract #1184 J. W. Feak Construction Company - Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County.

In response to your letter of March 2, replying to our letter of February 25th, in which you state that application for extension of time on Contract #1146 Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties must be made at once, wish to advise you that Mr. Conley is in California for a week, but upon his return will get in touch with you and forward to you whatever is necessary in this matter.

Very truly yours,

C. S. Gerity

G

#1216

P.R. 1348

March 8, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

This is to inform you that we have received information from the Tourist Garage of John Day, Oregon to the effect that they have two claims against J. W. Feak Construction Company, one for $61.00 contracted by C. E. Thompson of Dayville and is for supplies for trucks; the other is in the sum of $14.25 against Kuckenberg-Wittman Co. Inc., and is for labor on cars and for acetylene gas.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in connection with the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway against which these bills were incurred.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

March 5, 1931

Tourist Garage
John Day, Oregon

Attention: Finley MacGillioray

Gentlemen:

Receipt is acknowledged of your letter of the 26th ultimo inclosing copy of two bills that are due you, one from C. H. Thompson of Dayville and the other from Kuckenburg-Wittman Co., Inc., Dayville.

There is nothing furnished in connection with these claims that would indicate that these were against any highway contracts, except that in each instance the address is given in care of the J. W. Feak Construction Company. If they are against the contract awarded the J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway then the protection offered you is the bond furnished by this company as we stated in our letter of February 24th. If these are personal claims then of course the bond will be no protection. In the event that these claims are against Mr. Thompson and Kuckenburg-Wittman Co., Inc. as subcontractors under J. W. Feak Construction Company then we would suggest that you file notice of your claim with the bonding company, which in this instance is the Union Indemnity Company, Irving L. Webster Co. Inc. agents, Failing Building, Portland, Oregon.

Your should also file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws as we stated to you in our previous letter.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

John Day, Ore.
Feb. 26, 1931.

Mr. Roy A. Klein,
State Hiway Engineer,
Salem, Ore.
Dear Sir:-

We are herewith enclosing you copies of the two bills that are due us and if you need any farther information on these we will be glad to furnish same to you.

Thanking you for the information We are

Yours very truly,
Tourist Garage,
By Finley McGillivray

ANSWERED
H. B. G.

MAR 2 1931

STATEMENT OF ACCOUNT
TOUR T GARAGE
AGENT FOR
CHEVROLET
OIL
GAS

#1144

FORM 2-A-1 2-17720 7500 9-30
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

AY, (G

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

February 24, 1931

IN REPLY PLEASE
REFER TO FILE NO.

Tourist Garage
John Day, Oregon

Attention: Finley MacGillioray

Gentlemen:

Replying to your inquiry of the 20th instant, wish to advise that the bond furnished by the J. W. Feak Construction Company in connection with the contract awarded to them for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building, Portland, Oregon.

In order to protect yourselves on this bond we would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws a mimeographed copy of which we inclose herewith.

Very truly yours

STATE HIGHWAY COMMISSION

By HBGlaisyer
Secretary

HBG:W
Inc.

#114

PR 134

STATEMENT OF ACCOUNT

TOURIST GARAGE

NEW AND UP-TO-DATE BUILDING AND EQUIPMENT

"Service Is Our Motto"

JOHN DAY, (GRANT COUNTY) OREGON

AGENT FOR
CHEVROLET
SALES & SERVICE

GOODYEAR
TIRES AND
ACCESSORIES

OIL
GAS
STORAGE

NAME C.H. Thompson,

ADDRESS Dayville, Ore.

c/o Peak Construction Co., FOR MONTH OF Oct. 1 1930. 19

TEAR OFF THIS PORTION AND MAIL WITH YOUR REMITTANCE. CANCELLED CHECK IS YOUR RECEIPT.
CHARGES AND CREDITS FOR THE LAST DAY OF THE MONTH WILL APPEAR ON NEXT MONTH'S BILL.

TOURIST GARAGE, John Day, Oregon

DATE	ITEMS PURCHASED	CHARGES	CREDITS
Oct. 1	Diff on pistons	5.60	
	6 qt oil	2.10	
	Lumber	1.20	
	Tel call pistons	2.20	
25	6 pistons	6.40	
	Finish pistons	4.80	
	6 pins	3.30	
	Fittimg pins	3.90	
	1 head gasket	1.25	
	18 rings	5.40	
	6 Oil rings	3.00	
	12 bolts	.60	
	Labor	7.50	
	Labor	13.75	
		81.00	

MAR 2 1931

106374

C.H. Thommson,

[illegible]yville, Ore.

c/o Keuk Construction Co., Oct. 1 1920.

Oct. 1	[illegible] on pistons	[illegible]
	6 qt oil	[illegible].10
	Lumber	1.[illegible]
	[illegible] pistons	[illegible].50
28	6 pistons	6.40
	Finish pistons	4.[illegible]
	6 pins	3.30
	Fitting pins	3.90
	1 head gasket	1.25
	13 rings	5.40
	6 oil rings	3.00
	12 bolts	.60
	Labor	7.50
	Labor	13.75
		81.00

MAR [illegible]

STATEMENT OF ACCOUNT

TOUR[illegible]T GARAGE

NEW AND UP-TO-DATE BUILDING AND EQUIPMENT

"Service Is Our Motto"

JOHN DAY, (GRANT COUNTY) OREGON

AGENT FOR
CHEVROLET
SALES & SERVICE

GOODYEAR
TIRES AND
ACCESSORIES

OIL
GAS
STORAGE

NAME Kuckenberg & Wittman,

ADDRESS Dayville, Ore.
c/o Feak Construction Co.

FOR MONTH OF Sept. 17th, 1930

TEAR OFF THIS PORTION AND MAIL WITH YOUR REMITTANCE. CANCELLED CHECK IS YOUR RECEIPT. CHARGES AND CREDITS FOR THE LAST DAY OF THE MONTH WILL APPEAR ON NEXT MONTH'S BILL.

TOURIST GARAGE, John Day, Oregon

DATE	ITEMS PURCHASED	CHARGES	CREDITS
Sept. 17	Acet gas	3.00	
	Labor on carst	11.25	
		14.25	

[illegible]

108374

FR 15

Kuckenberg & Wittman,

Dayville, Ore.

c/o F [illegible] Construction Co.

Sept. 17th,1930

Sept. 17	Acet gas	3.00
	Labor on cars	11.25
		14.25

MAR 2 1931

Jas P Cawley

#1146

FR 1346

March 2, 1931

Jas. L. Conley
Failing Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 25th in which you inclose application for extension of time of the J. W. Peak Construction Company on their contract #1134, Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County.

Please be advised that it will also be necessary for the above company to make application for afurther extension of time on their contract #1146, Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties. The time limit on this contract expired on November 30, 1930. Kindly have this application with the consent of the surety forwarded to us as soon as possible.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:W

#1184

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

February 25, 1931.

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. Roy Klein.

Dear Sir:

I hand you herewith application of J. W. Feak Construction Co. dated December 20, 1930 for extension of time to January 31, 1931 for the completion of contract No. 1184 between the J. W. Feak Construction Co. and the State of Oregon for the improvement of the Bend-Horse Ridge Section of Central Oregon Highway in Deschutes County.

This seems to be for the purpose of keeping as a matter of record, time which has already been taken with the permission of the Highway Department. I trust therefore, that you will see your way clear to grant this extension as a matter of record.

You will observe that Union Indemnity Company has consented to this extension.

While addressing your letter to J. W. Feak Construction Co., please send it in my care so that I will be advised of the action taken by you.

Very truly yours,

Jas. L. Conley

JLC:G
enc

PR 1348

March 2, 1931.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department,
Office.

Dear Sir:

The J. W. Feak Construction Company contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway (Contract No. 1146) called for completion of the work by November 30th, 1930.

As the work was not actually completed until December 23rd, 1930, it will be necessary that arrangement be made for an extension of time to cover the period between November 30th and December 23rd.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

CONTRACT# 1146,
1216, 1360,

PR 134-D Barnhouse Ranch-Picture 1930-1931

1146. 1216. 1360 Folder # 3

#1146

PR134D

February 27, 1931

Union Indemnity Company
Erving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim that has been filed in the Secretary of State's Office by the Franklin Fuel Company for truck work furnished in the sum of $149.90 in connection with the J. W. Feak Construction Company's contract with the State Highway Commission.

This information is given you as you appear as surety on the bond furnished in this connection.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

February 27, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 25th instant in which you inclose three certified copies of the claim of the Franklin Fuel Company against the J. W. Feak Construction Company for work furnished in the sum of $148.90 in connection with the J. W. Feak Construction Company's contract.

We are today forwarding a copy of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 25, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of this date a notice of claim by Franklin Fuel Company for truck work furnished in the sum of $149.90 against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

RECEIVED
FEB 2[illegible] 193[illegible]
OREGON
STATE HIGHWAY COMMISSION

Tacoma, Washington Feb. 24, 1931

M Secy. of State

Salem, Oregon.

In Account with

FRANKLIN FUEL CO.

3902 South Twelfth Street Procter 2255

Dear Sir:-

We have a claim against The J. W. Feak Construction Co. and The Union Igemnity Bonding Co for truck work amounting to 149.80 which has not been paid.

Yours truly

Franklin Fuel Co

3902 So 12th St.,

Tacoma Wash.

Endorsed: File No.807
Filed February 25, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Franklin Fuel Company for truck work furnished in the sum of $149.90 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, with the original notice of claim filed in the office of the Secretary of State on February 25, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of February, A. D. 19 31

Hal E Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Franklin Fuel Company for truck work furnished in the sum of $149.90 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, with the original notice of claim filed in the office of the Secretary of State on February 25, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of February, A. D. 1931

Hal E. Hoss

Secretary of State

#1146

FP134E

February 25, 1951

Union Indemnity Company
Irving L. Webster Co. Inc
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Franklin Peal Company of Tacoma, Washington, in which we are advised of the claim of this company in the sum of $149.90 against the J. W. Peak Construction Company for said truck work.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

February 24, 1931

Franklin Fuel Company
3902 South 12th Street
Tacoma, Washington

Gentlemen:

We have your letter of the 24th instant in which you advise us that you have a claim in the sum of $149.90 against the J. W. Peak Construction Company for truck work.

There is nothing in your letter to indicate where this truck work was performed, and from the information at hand we can not advise you with any great degree of precision. The J. W. Peak Construction Company has two contracts with the Oregon State Highway Commission. One is for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties and the other is for the construction of the Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County. In connection with each of these contracts the contractor was required to furnish a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. If your claim is in connection with either of these projects then perhaps it would come under the bond. In any event we would suggest that you file notice of your claim with the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building Portland, Oregon. It is our understanding that the agent for this bonding company in your city is Hansen & Rowland whose offices are in the Washington Building

In the event that you do not secure satisfaction by taking the matter up with the bonding company and your claim is a legitimate one against the bond, you should file notice of your claim with the Secretary of State as required by the Oregon statutes.

Very truly yours
STATE HIGHWAY COMMISSION

By

HBG:W

Secretary

ANSWERED
H. B. G.

TACOMA, WASHINGTON Feb 24 1931

M State Highway Commission
Salem, Oregon.

FEB 25 1931
OREGON

In Account With

FRANKLIN FUEL CO.

3902 SOUTH TWELFTH STREET PROCTOR 2235

Gentlemen:-

We have a claim against the J. W. Teak Construction Co., and the Union Idemnity Bonding Co for truck work amounting to $149.90

Section in Wheeler and Grant Counties and Contract No. 1184 - Bend-Horse Ridge Section in Deschutes County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

which has not been paid --

Yours truly

Franklin Fuel Co

3902 So 12th St.,

Tacoma Wash.,

---

you advise us that you [illegible] a claim in the [illegible] against the J. K. [illegible] Construction Company for truck work

There is nothing in your letter to indicate [illegible] this truck work [illegible] hand we can not advise you [illegible] the J. K. [illegible] Construction Company [illegible] the Oregon State Highway Commission [illegible] tion of the [illegible] Highway in Grant and Wheeler Counties [illegible] is for the construction of [illegible] the Central Oregon Highway [illegible] with each of these contracts the contractor was required to [illegible] claims and all [illegible] the projects. If your claim is in connection with [illegible] these projects then perhaps it would [illegible] any event we would suggest that you [illegible] with the Union Indemnity Company for whom [illegible] Co., Inc., are local [illegible] Portland, Oregon. [illegible] this bonding company [illegible] offices are in the [illegible]

In the event that you [illegible]

[illegible]

PR134D

February 25, 1931

Hanson & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention: I. C. Rowland.

Gentlemen:

In response to your request of February 24th we are handing you herewith a list of claims which have been filed against the J. W. Peak Construction Company in connection with their contracts No. 1146 Barnhouse Ranch-Picture Gorge Section in Wheeler and Grant Counties and Contract No. 1184 - Bend-Horse Ridge Section in Deschutes County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

nion Indemnity
Company

Union Indemnity Building
New Orleans La.

A Division of Insurance Securities Company, Inc.

HANSEN & ROWLAND, INC.
GENERAL AGENTS
WASHINGTON, OREGON, IDAHO, ALASKA
WASHINGTON BLDG., TACOMA, WASH.

February 24, 1931

Mr. Roy Klein, Highway Engineer
State of Oregon
SALEM, Oregon

Dear Mr. Klein:

RE: J. W. Feak Construction Company - Barnhouse Ranch Picture Gorge Section of the Ochoco Highway Contract #1146 - Our Bond #40114

I will appreciate if you will have prepared for us a list of all claims filed on the above mentioned contract up to date.

We are very sorry to trouble you, but we are now proceeding with the payment of the items for which we are liable and in order to get some idea of the filed claims I will appreciate if you will let this information come forward at your earliest convenience.

Thanking you, I am

Very truly yours,

HANSEN & ROWLAND, INC.

I C Rowland

I. C. ROWLAND,
Secretary

ICR
BD.

PR 134D

Inc.

February 24, 1931

Tourist Garage
John Day, Oregon

Attention: Finley MacGillioray

Gentlemen:

Replying to your inquiry of the 20th instant, wish to advise that the bond furnished by the J. W. Peak Construction Company in connection with the contract awarded to them for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building, Portland, Oregon.

In order to protect yourselves on this bond we would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws a mimeographed copy of which we inclose herewith.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

Inc.

TOURIST GARAGE
CHEVROLET
SALES AND SERVICE
GAS, OILS, ACCESSORIES
GOODYEAR TIRES

RECEIVED
FEB 23 1931
OREGON
STATE HIGHWAY COMMISSION

ON JOHN DAY HIGHWAY
JOHN DAY, OREGON

Feb. 20th, 1931.

Mr. Roy A. Klein,
State Hiway Engineer,
Salem, Ore.

Dear Sir:-

We have in our office two bills contracted last fall by two parties that used to work for the Feak Construction Co at Kimberly, Ore, one a C.H. Thopmson and the other Kuckenberg Wittman both of the men sub-contracted under Feak Construction Co.

We would like the names of the bondsmen for the contractor as we want to collect our money on these bills.

Any information that you can furnish us on this matter will be greatly appreciated.

Yours very truly,
Tourist Garage
By Finley McGillivray

ANSWE
1. 6

ANSWERED
H. B. C.

---

have been completed, expired on November 30, 1930. The time limits on both of these contracts should be extended and we will, therefore, thank you to make immediate request for an extension of time and furnish us with the written consent of the surety on the bonds approving the extension.

We wrote you concerning this on December 8, 1930 and as yet have received no reply, which is the reason for calling the matter to your attention at this time. Unless we receive your application for these extensions it may be necessary for us to withhold further payment from you until same is received. We would suggest that you give this matter your immediate attention so that you will not be inconvenienced by having payments held up.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

HBC:S Secretary

Copy sent to Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

2/18/31

#1146
#1184

PR 134D

February 17, 1931

J. W. Peak Construction Company
504 Puyallup Avenue
Tacoma, Washington

Gentlemen:

I wish to inform you that the time limit within which your contracts nos. 1146 for the construction of the Barnhouse Ranch-Picture Gorge Section in Grant and Wheeler Counties and 1184 for the construction of the Bend-Horse Ridge Section in Deschutes County should have been completed, expired on November 30, 1930. The time limits on both of these contracts should be extended and we will, therefore, thank you to make immediate request for an extension of time and furnish us with the written consent of the surety on the bonds approving the extension.

We wrote you concerning this on December 8, 1930 and as yet have received no reply, which is the reason for calling the matter to your attention at this time. Unless we receive your application for these extensions it may be necessary for us to withhold further payment from you until same is received. We would suggest that you give this matter your immediate attention so that you will not be inconvenienced by having payments held up.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

Copy sent to Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

2/18/31

H. B. G.

How would suggest that I handle the matter of further extension of time on the Feak contracts?

The payments on both of their contracts are assigned to the surety. I should think I would write them again and send copies of the letter to the surety company.

---

mber 8th, 1930

Gentlemen:

Please be advisedthat the time limit on your contracts No. 1146 - Burnhouse Ranch-Picture Gorge Section in Wheeler and Grant Counties and No. 1184 - Bend-Horse Ridge Section in Deschutes County expired on November 30, 1930.

Kindly make application for further extension of time on these contracts. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

cc to C. W. Wanser.

OREGON STATE HIGHWAY COMMISSION

December 8th, 1930

J. W. Feak Construction Company,
804 Puyallup Avenue,
Tacoma, Washington.

Gentlemen:

Please be advisedthat the time limit on your contracts No. 1146 - Burnhouse Ranch-Picture Gorge Section in Wheeler and Grant Counties and No. 1184 - Bend-Horse Ridge Section in Deschutes County expired on November 30, 1930.

Kindly make application for further extension of time on these contracts. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contracts.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

cc to C. W. Wanser.

17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

December 4, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. H. B. Glaisyer

RECEIVED
DEC 5 1930
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

This is to advise that the time for completion of the J. T. Feak Construction Company's Contract #1184 has expired. Also the time limit on their Contract #1146 is up.

To date we have never had any request for a recommendation on the extension of time on either of these contracts and we thought the matter should be called to your attention.

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

kdl/c

#1146

PR 134c

February 14, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice of claim filed by D. Fitzgerald for materials and labor furnished in the sum of $154.98 against the J. W. Peak Construction Company in connection with the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This information is given you as you appear as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Peak Construction Co.
804 Puyallup Avenue
Tacoma, Washington

February 14, 1951

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of February 12th in which you inclose three certified copies of the notice of claim of D. Fitzgerald for materials and labor furnished in the sum of $154.98 to the J. W. Feak Construction Company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state contract No. 1148.

We are forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 12, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of this date a notice of claim by D. Fitzgerald for materials and labor furnished in the sum of $154.98 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for the work of grading the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state contract No. 1146.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and on to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

FEB 14 193
OREGON

TO THE STATE OF OREGON and to
J. W. Feak Construction Company,
and to Union Indemnity Company.

NOTICE IS HEREBY GIVEN that the undersigned, D. Fitzgerald, doing business as La Grande Iron Works, has a claim for work, labor, services, and materials in drawing out and building up Dipper Tooth points and grinding and hard-facing Dipper Teeth for Dipper used by said J. W. Feak Construction Company on the job hereinafter set forth and as per itemized statement attached to and made a part of this claim and being in the total sum of $154.98, against the Bond taken from J. W. Feak Construction Company, as principal and the Union Indemnity Company, as surety and through Irving L. Webster and Company, Inc., Failing Building, Portland, Oregon, as resident Agents, for the work of grading by J. W. Feak Construction Company on the project known as State Highway Contract No. 1146, Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, consisting of ten (10) miles of grading.

D. FITZGERALD

STATE OF OREGON,)
County of Union.) SS

I, D. Fitzgerald, being first duly sworn, on oath, depose and say: That I have read the within and foregoing Notice and know the contents thereof to be true as I verily believe.

D. FITZGERALD

(SEAL)

Subscribed and sworn to before me this 10th day of February, 1931.

H. E. DIXON
Notary Public for Oregon.

My Commission expires Nov. 25th, 1931.

- - - - - - - - - - -

La Grande, Oregon, Feb. 4, 1931

J. W. Feak Construction Co., Tacoma, Wash.
in account with
LA GRANDE IRON WORKS, D. Fitzgerald, Proprietor

1930		
July 6	3/4 hr Blacksmith time drawing out dipper tooth points @ $1.50	1.15
	3/4 hr Blacksmith helper @ 1.00	.75
10	4 hr Electric welding, building up 4 points @ $3.00 per hour	12.00
	3 hr labor grinding @ $1.50	4.50
	Hardfacing 4 teeth as quoted @ $1.50 ea	6.00
	Freight to La Grande	1.07
17	1 hr blacksmith time drawing out 4 large dipper teeth	1.50
	2 hr Blacksmith helpers' time @ $1.00	2.00
	4 hr Electric welding building up to shape @ 3.00	12.00
	2½ hr Labor grinding @ $1.50	3.35
	Hardfacing 4 teeth as quoted @ 1.50	6.00
	Freight to La Grande	5.83
Aug. 18	11 hr Electric welding building up teeth @ 3.00	33.00
	6 2/3 hr Labor @ 1.50	10.00
	Freight to La Grande	7.57
	Hardfacing 12 teeth as quoted @ 1.50	18.00
	25# Hi-carbon rod @ .16	4.00
Sep. 20	4 3/4 hr El. Weld. build up 4 dipper pts @3.00	14.25
	11 # Hi-carbon rod @ .16	1.76
	2½ hr labor @ 1.50	3.75
	Hardfacing 4 points @ 1.50	6.00
	Freight to La Grande	.50
		$154.98

Endorsed: File No. 900
Filed February 12, 1931
HAL E. HOSS, Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by D. Fitzgerald, doing business as La Grande Iron Works, for labor and materials furnished in the sum of $154.98 against the bond taken from J. W. Feak Construction Company as principal, and Union Indemnity Company, surety, for the work of grading the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on February 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of February, A. D. 1931.

Hal E Hoss

Secretary of State

#1146

PR134D.

February 9, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice of claim which has been filed by E. P. Hicks, Attorney of Canyon City against J. W. Feak Construction Company.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:W

Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington.

February 7, 1931

Mr. Edwin D. Hicks,
District Attorney,
Canyon City, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 4th in which you enclose claim of E. P. Hicks in amount of $67.00 for supplies furnished the J. W. Peak Construction Company in connection with their contract No. 1146, Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

In accordance with your request we are handing you herewith certified copy of the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McF.

#1146

LAW OFFICE OF
EDWIN D. HICKS
CANYON CITY, OREGON

DISTRICT ATTORNEY FOR
GRANT COUNTY

February 4, 1931

Mr. Roy A. Klein, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I enclose you herewith claim of E. P. Hicks, which is self-explanatory and which is filed with you pursuant to Section 49-701 Oregon Laws as amended. Won't you please send the copy of the contract and bond to me on behalf of the claimant.

Very truly yours,

Edwin D Hicks

EDH:RM
ENC: 1

Mr. Roy A. Klein, Secretary,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

I, E. P. Hicks, the undersigned, hereby make application for a certified copy of the contract and bond for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco State Highway in Wheeler and Grant Counties, Oregon, said contract being No. 1146, Project No. 1236, the contractor being J. W. Feak Contruction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, and the surety on the bond being the Union Indemnity Company, a Louisiana Corporation.

E. P. Hicks

State of Oregon)
) ss
County of Grant)

I, E. P. Hicks, being first duly sworn depose and say:

That between the first day of August, 1930 and the first day of November, 1930, I furnished food supplies used by J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, contractor on the Barnhouse Ranch-Picture Gorge Section of the Ochoco State Highway in Wheeler and Grant Counties, Oregon. The same being furnished in connection with the prosecution of said construction by said company under contract No. 1146, Project No. 1236; that the amount of said claim is $87.00; that no part thereof has been paid; that I am personally familiar with the above facts and same are true as I verily believe.

E. P. Hicks

Subscribed and sworn to before me this 4th day of February, 1931.

Edwin T Hicks
Notary Public for Oregon

My commission expires Aug. 5, 1932.

#1146

PR134D

February 9, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We are handing you herewith copy of the notice of claim of E. P. Hicks, doing business as Canyon City Bottling Works, for materials furnished in the sum of $87.00 together with interest thereon from November 1, 1930, at the rate of 6% per annum, against the J. W. Peak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished in this connection.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc J.W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

February 9, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of yours of February 6th in which you inclose three copies of the notice of claim of M. P. Hicks, doing business as Canyon City Bottling Works, for materials furnished in the sum of $67.00 in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, said claim being against the J. W. Feak Construction Company contractors on the above mentioned project.

We are today forwarding notices of this claim to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 6, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Hon. Edwin D. Hicks, Canyon City, Oregon, and filed as of this date a notice of claim by E. P. Hicks, doing business as Canyon City Bottling Works, for materials furnished in the sum of $87.00 together with interest thereon from November 1, 1930, at the rate of 6% per annum, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract No. 1146.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

COPY

E. P. HICKS, doing business as
Canyon City Bottling Works, Plaintiff,

-vs-

J. W. FEAK CONSTRUCTION CO, A Partnership
consisting of J. W. Feak, H. R. Lohrer and
R. W. Shaffer, and the Union Indemnity
Company, a Louisiana Corporation,
Defendants,

NOTICE OF
CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF
SALEM, OREGON,

Hon. Hal E. Hoss, Secretary of State Salem, Oregon, Notice is hereby given, that the undersigned, E. P. Hicks, doing business as Canyon City Bottling Works, has a claim for food supplies sold and delivered to J. W. Feak Construction Co., a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, contractor on the Barnhouse Ranch-Picture Gorge Section of the Ochoco State Highway in Wheeler and Grant Counties, Oregon, being contract No. 1146, Project No. 1236, that said material was sold and delivered between the 1st day of August, 1930 and the 1st day of November, 1930, both dates inclusive, and that said material was used and consumed and expended by said J. W. Feak Construction Company, in the prosecution and performance of the work provided for in said Contract No. 1146. That the total purchase price for said materials so sold, delivered, used expended and consumed in the construction of said Highway under Contract No. 1146, is the sum of $87.00 and that no part of said sum of $87.00 has been paid, although frequently demanded by the claimant and that there is due the claimant thereon the full sum of $87.00 and interest thereonfrom the 1st day of November, 1930, at the rate of 6 per cent per annum. This is to notify you and all others whom it may concern that the said claimant in the name of the State of Oregon intend to hold the principal and surety on the bond given on the said contract which bond is dated the 24th day of January, 1930 for the sum of Ninety three thousand, eight hundred twenty-eight and 25/100 Dollars and wherein J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, as principal and the Union Indemnity Company, a foreign Corporation is surety and to the State of Oregon, acting through said Highway Commission, for the sum of $87.00 and interest thereon from the 1st day of November, 1930, at the rate of 6 per cent per annum, and costs and attorney fees as allowed by Section 49-701 Oregon Laws, as amended by Chapter 342, General Laws of Oregon for the year 1921.

E. P. HICKS, Doing business
as Canyon City Bottling Works.

By E. P. HICKS
Claimant

STATE OF OREGON)
) ss
COUNTY OF GRANT)

I, E. P. Hicks, being first duly sworn depose and say:

That I am the owner, operator and manager of Canyon City Bottling Works of Canyon City, Oregon; that I have read the foregoing Notice of Claim and note the contents thereof and the same is true as I verily believe.

E. P. HICKS

Subscribed and sworn to before me that 4th day of February,

Edwin D. Hicks
Notary Public for Oregon
My Commission expires Aug. 5, 1932.

(SEAL)

-vs-

J. W. FEAK CONSTRUCTION CO, A Partnership
consisting of J. W. Feak, H. R. Lohrer and
R. W. Shaffer, and the Union Indemnity
Company, a Louisiana Corporation,
Defendants,

NOTICE OF
CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF
SALEM, OREGON,

Hon. Hal E. Hoss, Secretary of State Salem, Oregon, Notice is hereby given, that the undersigned, E. P. Hicks, doing business as Canyon City Bottling Works, has a claim for food supplies sold and delivered to J. W. Feak Construction Co., a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, contractor on the Barnhouse Ranch-Picture Gorge Section of the Ochoco State Highway in Wheeler and Grant Counties, Oregon, being contract No. 1146, Project No. 1236, that said material was sold and delivered between the 1st day of August, 1930 and the 1st day of November, 1930, both dates inclusive, and that said material was used and consumed and expended by said J. W. Feak Construction Company, in the prosecution and performance of the work provided for in said Contract No. 1146. That the total purchase price for said materials so sold, delivered, used expended and consumed in the construction of said Highway under Contract No. 1146, is the sum of $87.00 and that no part of said sum of $87.00 has been paid, although frequently demanded by the claimant and that there is due the claimant thereon the full sum of $87.00 and interest thereonfrom the 1st day of November, 1930, at the rate of 6 per cent per annum. This is to notify you and all others whom it may concern that the said claimant in the name of the State of Oregon intend to hold the principal and surety on the bond given on the said contract which bond is dated the 24th day of January, 1930 for the sum of Ninety three thousand, eight hundred twenty-eight and 25/100 Dollars and wherein J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, as principal and the Union Indemnity Company, a foreign Corporation is surety and to the State of Oregon, acting through said Highway Commission, for the sum of $87.00 and interest thereon from the 1st day of November, 1930, at the rate of 6 per cent per annum, and costs and attorney fees as allowed by Section 49-701 Oregon Laws, as amended by Chapter 342, General Laws of Oregon for the year 1921.

E. P. HICKS, Doing business
as Canyon City Bottling Works.

By E. P. HICKS
Claimant

STATE OF OREGON)
) ss
COUNTY OF GRANT)

I, E. P. Hicks, being first duly sworn depose and say:

That I am the owner, operator and manager of Canyon City Bottling Works of Canyon City, Oregon; that I have read the foregoing Notice of Claim and note the contents thereof and the same is true as I verily believe.

E. P. HICKS

Subscribed and sworn to before me that 4th day of February,

Edwin D. Hicks
Notary Public for Oregon
My Commission expires Aug. 5, 1932.

(SEAL)

FILED: File no. 896
Filed Feb., 6, 1931
HAL E. HOSS
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by E. P. Hicks, doing business as Canyon City Bottling Works, for materials furnished in the sum of $87.00 together with interest thereon from November 1, 1930, at the rate of 6% per annum, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on February 6, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 6th day of February, A. D. 1931.

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by E. P. Hicks, doing business as Canyon City Bottling Works, for materials furnished in the sum of $87.00 together with interest thereon from November 1, 1930, at the rate of 6% per annum, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on February 6, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set [illegible] rd and affixed hereto the Sea[illegible] State of Oregon.

Done at the Capitol at Salem, Oregon, this 6th day of February, A. D. 1931.

Hal E. Hoss

Secretary of State

BY ______________ DEPUTY

PR134D

February 7, 1931

Memorandum

Mr. S. H. Probert:

Mr. James Conley, attorney for the bonding company who handled the Peak Construction Company contract, Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, was in this morning and asked me to look over the final estimate before it was sent out, and I told him that I would do so. Will you please, then, send the final estimate in to me before it is sent out to the contractor or the surety to sign up, so that I can have an opportunity to look it over and take it up with the division engineer if necessary? In speaking of the final estimate, I am referring to the final pay estimate.

RAK:HI

PR134D

February 7, 1931

McMicken, Ramsey, Rupp & Schweppe
Attorneys and Counselors at Law
660 Colman Building
Seattle, Washington

Attention: H. J. Ramsey

Gentlemen:

Your letter of the 4th instant addressed to Hal E. Hoss, Secretary of State, concerning the claim of the Derbon Construction Company against the J. W. Feak Construction Company, has been referred to this office.

Replying thereto wish to say that the Highway Commission has taken no action concerning any of the claims against this project, other than to inform the surety on the bond furnished by the contractor of the existence of the claims.

The bond furnished by the contracter is furnished for the protection of claims incurred against the project. We have not been advised of any action taken by the bonding company for the settlement of the claims but we would suggest that you write to this company direct. Address your letter in care of the Irving L. Webster Co. Inc., Failing Building, Portland, Oregon, Attention of L. M. Gilbert.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

PR1340

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

February 6, 1931

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing herewith for your attention, a letter from McMicken, Ramsey, Rupp & Schweppe, Attorneys at Law, 660-671 Colman Building, Seattle, Washington, regarding a notice of claim by the Derbon Construction Co., a Washington Corporation for materials furnished in the sum of $404.73 against the J. W. Feak Construction Company, as principal, and Union Indemnity Company, as surety, for work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, contract No. 1146, filed in this office December 10, 1930.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

PR1340

McMICKEN
RAMSEY
OTTO B. RUPP
ALFRED J. SCHWEPPE
MAURICE R. McMICKEN

EARLE V. TICKNOR
BERNARD REITER
J. GORDON GOSE

McMICKEN, RAMSEY, RUPP & SCHWEPPE
ATTORNEYS AND COUNSELORS AT LAW
660-671 COLMAN BUILDING
SEATTLE, WASHINGTON

February 4, 1931.

Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Written notice of claim of the Derbon Construction Company, a Washington corporation, for materials and provisions furnished, in the sum of $404.73, against the bond taken from J. W. Feak Construction Company, as principal, and Union Indemnity Company, as surety, for work on the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, under contract No. 1146, was duly filed in your office on December 10, 1930.

We will greatly appreciate your advice as to what proceedings have been taken, if any, in this matter, and as to the present status of the claims filed under said contract, particularly the said claim of the Derbon Construction Company.

ANSWERED
H. B. G.

Yours very truly,

McMICKEN, RAMSEY, RUPP & SCHWEPPE

HJR:CH

By Ramsey

Respectfully referred to State Highway Commission,

STATE DEPARTMENT

PR1340

February 5, 1931

Mr. H. E. Dixon
Attorney at Law
Foley Building
La Grande, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 5th concerning J. W. Feak Construction Company.

Please be advised that the bond in connection with this contract was furnished by the Union Indemnity Company, for whom Irving L. Webster & Co., Inc., Failing Building, Portland, are resident agents. This project is known as State Highway Contract no. 1146, Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, consisting of 10 miles of grading.

We do not have any particular forms for the filing of claims in connection with claims against contracts. Claims against contracts are filed in accordance with Section 2991 of the Oregon laws.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

Dict. by J. McFarland/S

REFEREE IN BANKRUPTCY

H. E. DIXON
ATTORNEY-AT-LAW
ROOMS 20-23
FOLEY OFFICE BUILDING
LA GRANDE, OREGON

February 5th,1931.

State Highway Department,
Salem, Oregon.

Gentlemen:

Will you kindly advise as to the name of the Bonding Company, the name and the address of their Attorney in Fact that bonded the J. W. Feak Construction Company of Tacoma, Washington on the Barnhouse Ranch in Picture Gorge Section, Oregon State Highway? Also, kindly advise as to the exact description of this Section, of the above is not correct and how it is designated in the contract. Also, do you have any particular forms for notice by claimant to the Bonding Company and to your office of a claim against the said Section of highway? If so, will you kindly send me blanks for same?

Very truly yours,

H E Dixon

HED:S

#1146
358 J

PR 134D

February 2, 1921

La Grande Iron Works
La Grande, Oregon

Gentlemen:

Replying to your letter of recent date in which you advise that you have an account against the J. W. Peak Construction Company for services rendered in connection with that company's contract for the construction of the Barnhouse Ranch-Picture Gorge Section, wish to say that final payment has not yet been made to this contracting company for this work and we are not just certain at the present writing when this final payment will be made.

If you are in doubt about receiving satisfaction for your claim we would suggest that you take the matter up with the surety on the bond furnished by the contractor in connection with this work, which bond was furnished for the protection of labor and materials claims and all just debts dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building, Portland, Oregon. It might be well to further protect yourself on the bond by filing a notice of your claim with the Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws for 1920.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

February 2, 1951

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We have today received a letter from the La Grande Iron Works in which they state that they have a claim against the J. W. Peak Construction Company for services rendered in connection with the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway. The amount of this claim is not stated. We are simply passing this information along to you since you appear as surety on the bond furnished by the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

AUTOMOBILE REPAIRING
STRUCTURAL STEEL

LA GRANDE IRON WORKS
D. FITZGERALD, Proprietor

MACHINE SHOP AND FOUNDRY
BLACKSMITH COAL, SHAFTING, STEEL, BOLTS, ETC.

ACETYLENE WELDING OF ALL KINDS OF METAL
LA GRANDE, OREGON

Mr.Roy Klein,
State Highway Engineer,
Salem,Ore.

Dear Sir:

We have along past due account against the J.W.Peak Construction Company while on the Barnhouse Ranch-Picture Gorge Section of the John Day Highway and have been promised payment by them when they received their final estimate.

Will you please advise us as soon as possible if they have been paid their final estimate.

Yours very truly

LA GRANDE IRON WORKS

M.L. Larson

ANSWERED
H. B. G.

PP 134D.

A 4pr 6796

Oregon Emergency Federal Aid Project No. 134, Section D.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 7, 1930, by the State Highway Commission of Oregon, and on May 15, 1930, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on September 9, 1930, by the said State Highway Commission, and on October 15, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 134, Section D, now designated as Oregon Emergency Federal Aid Project No. 134, Section D; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section D to provide for the construction of oil treated crushed rock surfacing over its entire length, and to provide for the substitution of a pipe culvert for the bridge at station 1265+50; and by reason thereof has requested that the estimate of cost approved for said Section D be increased from $223,186.15 to $315,841.35, and that the Federal funds approved and set aside to the credit of said Section D be increased from $138,347.95 to $190,652.01; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930, (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction, eligible thereto:

#1126

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section D be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred ninety thousand, six hundred fifty-two and 01/100 dollars ($190,652.01) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article I shall read:

> "Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:
>
> (a) By the State, $42,313.66, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

> "Article II. This agreement covers the following road, as described in detail in said surveys, plans and specifications:

> Between survey station 1181+02.9 at the east end of Section C of said project, and survey station 1705+82.8 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T. 12 S., R.26 E., W.M., terminal points, a distance of 9.961 miles, known locally as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties, being Oregon Emergency Federal Aid Project No. 134, Section D, consisting of 9.933 miles of roadway and one bridge of more than 20 ft. clear span 0.028 of a mile in length."

Paragraph (b) of Article III shall read:

> "(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $299,077.35, Federal Aid $180,219.78, one bridge, approved estimate $16,764.00, Federal Aid $10,432.23."

Paragraph (d) of Article III shall be and is hereby stricken out.

To Article III shall be added paragraph (e) to read:

> "(e) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

#1146

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one hundred ninety thousand, six hundred fifty-two and 01/100 dollars ($190,652.01), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three hundred fifteen thousand, eight hundred forty-one and 35/100 dollars ($315,841.35), the approved total estimated cost of Section D of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 2nd day of April, 1931, and the Secretary of Agriculture on the 16th day of May, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By C K Spaulding
~~Member,~~ State Highway Commission

Aug C F Marvin
Acting Secretary of Agriculture

Oregon Emergency Federal Aid Project No. 134, Section D.

#114

40

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between **survey station 1151+02.9 at the east end of Section C of said project, and survey station 1705+82.8 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T.12 S., R.26 E., W.M.,** locally known as **the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties,** and

Emergency Federal Aid Section D,
designated in the records of this Department as/ Project No. **134./**, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $**315,841.35**
in lieu of the $138,347.95 approved by Certificate of October 15, 1930,
Section D of
as the total estimated cost of/ said project, and the sum of $**190,652.01/** as the share of the United
Section D of **authorized Federal pro rata share**
States, payable under said acts on account of/ such project, which does not exceed **the/** [illegible]t of said total estimated cost.

Done at the city of Washington, this 16th day of May one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C W Marvin
Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4870

#1146

PR 1342

January 29, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of January 28th in which you inclose three copies of the notice of claim of A. B. Robertson & Co. Inc. for materials furnished in the sum of $227.56 against the J. W. Feak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon, contract #1146.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

Fs

January 29, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim of A. B. Robertson & Co. Inc. which we have received from the Secretary of State. The claim is in the sum of $227.56 and is against the J. W. Feak Construction Company for materials furnished in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon, contract #1146.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.
cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 28, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of January 27th a notice of claim by A. B. Robertson & Co. Inc. for materials furnished in the sum of $227.56 against the bond taken from J. A. Feak Construction Company, principal, and Union Indemnity Company, surety, for the work of constructing the Mitchell Dayville Highway in Wheeler and Grant Counties.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

RECEIVED
JAN [illegible]

Notice of Claim.

Condon, Oregon, January 23rd, 1931.

State of Oregon
Secretary of State
Oregon State Highway Commission:

Notice is hereby given that the undersigned A. B. Robertson & Co Inc a Corporation of Condon, Gilliam County, Oregon, has a claim for good wares and merchandise consisting of barley and feed products in the sum of $227.56 against the Bond taken from the J. A. Feak Construction Company as principal and Union Indemnity Company as surety for the work of constructing the Mitchell Dayville Highway extension in Wheeler and Grant Counties, Oregon being Oregon State Highway Contract No.

A. B. Robertson & Co Inc.

By JAMES WALKER
Manager.

File January 1931.

Endorsed: File No. 891
Filed January 27, 1931
HAL E. HOSS, Secretary of State

#1146

PR134B

January 28, 1931

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by the J. W. Peak Construction Co. in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, that we have today received information from Stephen W. Matthieu, Attorney of Portland, to the effect that the Collins Concrete Pipe Company has a claim against this contract. The amount is not stated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

cc J. W. Peak Const. Co.

January 28, 1931

Stephen W. Matthieu
Attorney at Law
Oregonian Building
Portland, Oregon

Dear Sir:

In response to your request of the 27th inst. we hand you herewith a certified copy of contract which was awarded to the J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

The certified copy of the contract that we sent you a few days ago concerned another job that was awarded to this company. As this particular contract does not concern you we will thank you to return the copy to this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RBG:S
Enc.

1R134D

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND OREGON

27 January 1931

State Highway Commission
Salem
Oregon

Gentlemen:

I am herewith enclosing an affidavit for the purpose of securing a copy of the bond furnished by J W Feak Construction Company in connection with the Picture Gorge section of the Ochoco highway. I am not entirely satisfied that is the exact description of the road section in which I am interested. It is, however, that portion of the highway between Prineville and Dayville just before that road runs into the Dayville-Condon road, about six miles more or less north of Dayville.

Yours truly

Stephen W Matthieu

SWM-k

ENC

JAN 28 193

ANSWERED
H. B. G.

AFFIDAVIT

STATE OF OREGON)
) ss
County of Multnomah)

I, Stephen W Matthieu, being first duly sworn, depose and say that I am attorney for Collins Concrete Pipe Co., an Oregon corporation; that my client has a claim against the bond of J. W. Feak Construction Co., and/or the surety thereon, given in connection with the Picture Gorge Section of the Ochoco Highway; that my client has supplied material and labor used in the construction of said improvement that has not been paid for;

This affidavit is made for the purpose of securing on behalf of my client a copy of the aforesaid contract and bond against which said claim for material and labor may be made.

Stephen W Matthieu

Subscribed and sworn to before me this 27th day of January, 1931.

Marion King
Notary Public for Oregon
My Commission expires 30 September 1933

#1146

PR134D

January 27, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a notice of claim that we have today received from A. D. Robertson & Co. Inc. of Condon, Oregon in which we are advised of their claim against the J. W. Feak Construction Company in the sum of $227.56 for merchandise furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.
cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

January 27, 1931

A. B. Robertson & Co. Inc.
Condon, Oregon

Gentlemen:

We acknowledge receipt of your letter of the 23rd instant inclosing a statement of your claim in the sum of $227.56 against the J. W. Feak Construction Company in connection with its contract for the construction of the Farmhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

It is evident from your letter that you have been informed that the J. W. Feak Construction Company furnished a bond for the protection of claims against the contract. This bond was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building, Portland.

If you have not already done so we would suggest that you file notice of your claim with the bonding company. Should you secure no satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1930.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

RECEIVED
JAN 2[illegible] 1931
OREGON
STATE HIGHWAY COMMISSION

Notice of Claim.

Condon, Oregon, January 23rd 1931.

State of Oregon
Secretary of State
Oregon State Highway Commission:

Notice is hereby given that the undersigned A.B.Robertson & Co Inc a Corporation of Condon, Gilliam County, Oregon, has a claim for goods wares and merchandise consisting of barley and feed products in the sum of $227.56 against the Bond talen from the J.A.Feak Construction Company as principal and Union Indemnity Company as surety for the work of constructing the Mitchell Dayville Highway extension in Wheeler and Grant Counties, Oregon being Oregon State Highway Contract No

A.B.Robertson & Co Inc.

By James Walker
Manager.

Filed January 1931.

ANSWERED
H. B. G.

#1146

P.K. 1340

QUOTATIONS SUBJECT TO CH[illegible] WITHOUT NOTICE

A. B. Robertson & Co.

INCORPORATED

As Near As Your Phone

GRAIN – WOOL
PHONE MAIN 13

Condon, Ore., Jan 1st 19 31

STATEMENT FOR Feak Construction Co
Dayville. Oregon.

TERMS CASH—8% INTEREST ON ALL OVERDUE ACCOUNTS

1930 May	24	1 sx Omelene	3.25	
"	27	10 " "	30.00	
July	14	30 sx Ro Bly & Freight 2037#	45.79	
"	28	30 " " " & Freight 2075#	44.10	
Aug	6	44 " " " & Freight 3017#	64.27	
"	20	44 " " " & Freight 2562#	60.30	
"	30	46 " " " & Freight 3025#	64.15	
Sept	11	11 Sx Omelene & Freight	40.40	$352.26
	Credits			
Aug	21	Credit by Gas	1.56	
Sept	15	" " Check	123.14	124.70
		Balance Due-		$227.56

we have
& Nelson,
a client of
California
the J. W.
leum products
its contract
h-Picture

you appear
W. Feak

COMMISSION

cc J. W. Feak Construction Co.

#1146

P.R 1340

January 27, 1931

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice from Day, Hampson & Nelson, Attorneys of Portland, to the effect that a client of theirs, namely the Standard Oil Company of California has a claim in the sum of $690.85 against the J. W. Peak Construction Company, being for petroleum products furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

cc J. W. Peak Construction Co.

January 27, 1931

Dey, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

In response to your request of the 26th inst. we hand you herewith a certified copy of the contract and bond between the J. W. Peak Construction Company and the State of Oregon for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Contract no. 1146.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S
Enc.

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

January 26, 1931.

State Highway Commission,

Salem, Oregon.

Re: Standard Oil Company vs. J. W. Feak Construction Company.

Gentlemen:

The Walla Walla office of the Standard Oil Company of California has heretofore communicated with you in regard to its claim against the J. W. Feak Construction Company which arose in connection with the grading of the Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, your contract No. 1146.

Our client has not received payment of this account so we are enclosing herewith Mr. C. G. Seagren's affidavit setting forth the fact and request that you send us a certified copy of the contract and bond so we can bring action.

Very truly yours,

Dey, Hampson & Nelson

JAN [illegible]

ANSWERED
H. B. G.

STATE OF WASHINGTON, :
: SS
County of Walla Walla, :

I, C. G. SEAGREN, being first duly sworn, say:

That I am the Credit Man of the Standard Oil Company of California at Walla Walla, Washington, and that I have personal knowledge of the facts hereinafter set forth.

That during the period February 28, 1930 to August 22, 1930, both inclusive, the Standard Oil Company of California, at the special instance and request of J. W. Feak Construction Company, furnished to the said J. W. Feak Construction Company goods, wares and merchandise to the agreed value of Six Hundred Ninety-eight and 13/100 Dollars ($698.13), which goods, wares and merchandise were used by the said J. W. Feak Construction Company for the prosecution of the work of grading the Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon State Highway contract #1146, and that the Union Indemnity Company was the surety on the bond given by the said J. W. Feak Construction Company for the faithful performance of said work as provided by law.

I further say that no part of said sum of $698.13 has been received by the Standard Oil Company of California, except the sum of $7.28, and that there is now due and owing to the Standard Oil Company of California on account of the transactions above set forth, the full sum of $690.85, and that I make this affidavit for the purpose of securing a certified copy of the contract and the bond above described.

C G Seagren

Subscribed and sworn to before me this 22nd day of January, 1931.

J. Jacobson
Notary Public for Washington
Residing at Walla Walla Wash

My commission expires: April 29, 1931

#1146

PR1342

January 27, 1931

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received information from the Blue Mountain Toll Line of Spray, Oregon to the effect that the J. W. Peak Construction Company is indebted to them in the sum of $252.40 for telephone service arising out of the contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, the contract for which was awarded by the Highway Commission to the J. W. Peak Construction Company.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

HBG:S Secretary

cc J. W. Peak Const. Co.

January 27, 1931

Blue Mountain Toll Line
Spray, Oregon

Attention: S. C. Johnson

Gentlemen:

We have your letter of the 24th instant advising us of your claim in the sum of $252.40 against the J. W. Feak Construction Company, being for local and long distance telephone charges incurred by this company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

In connection with this contract the J. W. Feak Construction Company furnished a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered to you for your protection. We would suggest that you take the matter up with the company who wrote this bond who in this instance isthe Union Indemnity Company, Irving L. Webster & Co., agents, Failing Building, Portland. Should you secure no satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1920, a mimeographed copy of which we enclose.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S
Enc.

Blue Mountain Toll Line

S. C. JOHNSON, OWNER AND MANAGER

SPRAY, OREGON Jan. ~~9~~, 23, 1931.

State Highway Department,
Roy Klien Engineer,
Salem, Oregon.

Gentlemen:-

I have not as yet been able to realize from the J. W. Feak Construction Company on their local and Long Distance telephone charges in connection with their Highway contract.

Enclosed please find copy of letter written them on January 9th. A copy of this letter is being mailed to their bondsmen, the Union Indemnity Company, Failing Building, Portland, Oregon.

If there is anything that you can do to help me out in this matter it will be appreciated as nearly 75% of the bill has been paid the Pacific Telephone and Telegraph Company as their share of the business.

A reply with advice or suggestions will be appreciated.

Very truly yours,

S. C. Johnson

ANSWERED
H. B. G.

RECEIVED
JAN [illegible]
OREGON

Jan. 9, 1931.

J. W. Peak Construction Co.,
504 Puyallup Ave.,
Tacoma, Wash.

Gentlemen:-

In accordance with the promise in your letter of the First of December and your Mr. McKinney's promise I trust that I will very shortly receive your check for the following monthly toll and local telephone charges:

July	71.74	
Aug.	64.14	
Sept.	67.51	
Nov. and Dec. mailed to camp on Jan. 1,	38.98	
Additional tickets mailed January 5,	9.20	
L. D. Ticket enclosed	.83	252.40

Thanking you for your early attention and reply, I am

Very truly yours,

S C Johnson

P. S. Copies of this letter will be mailed to State Highway Engineer and to the Union Indemnity Co. if no reply is received withinthe next four or five days.

S.C.J.

#1146

3585

PR134D

January 27, 1951

Shell Oil Company
1020 Chamber of Commerce Building
Portland, Oregon

Gentlemen:

In response to your inquiry of January 25th, we wish to advise that the bond furnished in connection with the J. W. Peak Construction Company contract #1146 for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties was furnished by the Union Indemnity Company for whom Irving L. Webster Co. Inc., Failing Building, Portland, is local agent.

Very truly yours.

STATE HIGHWAY COMMISSION

By

Secretary

Dict. by J. McFarland/W

SHELL OIL COMPANY

PETROLEUM PRODUCTS

1020 CHAMBER OF COMMERCE BUILDING

PORTLAND

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

January 26,1931

Mr. ROY KLEIN, STATE HIGHWAY DEPT.,
ATTENTION - Mr. H. B. Glaisyer,
Salem, Oregon.

Dear Sir:-

On December 31st,1930, we filed with the Secretary of State, our notice of claim for oil furnished in the sum of $15.10, to the FEAK CONSTRUCTION COMPANY, against the bond taken from the Feak Construction Company, in connection with the work on the Rock Creek road between Dayville and Mitchell, Oregon.

Will you kindly give us the name of the surety on this bond so that we may present our claim to them for payment.

Yours very truly,

SHELL OIL COMPANY.

D. E. Burroughs,

DEB:N District Credit Manager.

#1146

PR1340

January 20, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 19th instant inclosing three copies of the notice of claim of the Standard Grocery Company for provisions furnished in the sum of $630.18 to the J.W. Peak Construction Company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

January 20, 1931

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We are handing to you herewith a copy of the notice of claim of the Standard Grocery Company for provisions furnished in the sum of $630.12 against the J. W. Peak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc J. W. Peak Construction Co.
604 Puyallup Avenue
Tacoma, Washington

HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 19, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Mr. David E. Lofgren, Attorney at Law, Portland, Oregon, and filed as of this date a notice of claim by Standard Grocery Company for provisions furnished in the sum of $630.18 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for the work of constructing the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

Portland, Oregon

January 8, 1931

NOTICE is hereby given that the undersigned has a claim for provisions, groceries and food stuffs, being necessary for the carrying on of the construction contract of J. W. Feak, sometimes known and doing business as J. W. Feak Construction Company and sometimes known and doing business as J. W. Feak Construction Company, Inc., a corporation, in the sum of Six Hundred Thirty and 18/100)$630.18) Dollars, against the bond taken from J. W. Feak Construction Company, Inc., a corporation, as principal, and the Union Indemnity Company as surety for the work done for the Oregon State Highway Commission and the State of Oregon on a contract awarded to the J. W. Feak Construction Company, Inc., a corporation, for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

STANDARD GROCERY COMPANY

By G. LINDBERG
President.

STATE OF OREGON)
County of Multnomah.) ss.

G. Lindberg, being first duly sworn on oath, deposes and says:

That he is the President of the Standard Grocery Company, a corporation, and authorized to make this verification for and on behalf of said corporation; that he has read the foregoing claim, knows the contents thereof, and that the same is true.

G. LINDBERG

Subscribed and sworn to before me this 8th day of January, 1931.

(SEAL)

DAVID E. LOFGREN

Notary Public for Oregon My commission expires June 24, 1931.

Endorsed: File No. 889
Filed January 19, 1931
HAL E. HOSS,
Secretary of State.

#1216

PR1340

January 16, 1931

Federal Surety Company of Iowa
Fred A. Schlick, Agent
Corbett Building
Portland, Oregon

Gentlemen:

We send to you herewith at the request of the Secretary of State the notice of claim of L. E. Shelley for labor and materials furnished in the sum of $58.55 together with interest thereon from October 1, 1930; also the assigned claim of Mercer, Brockman Chevrolet Company for labor and materials furnished in the sum of $8.70 together with interest thereon from October 30, 1930 against Kuckenberg-Wittman Company in connection with the construction of a bridge over Buck Creek on the Ochoco Highway in Wheeler County.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.
cc Kuckenberg-Wittman Co.
228 Board of Trade Building
Portland, Oregon

January 16, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 12th instant in which you inclose three certified copies of the notice of claim of L. E. Shelley for labor and materials furnished in the sum of $38.53 together with interest thereon from October 1, 1930, also the assigned claim of Mercer, Brockman Chevrolet Company for labor and materials furnished in the sum of $3.70 together with interest thereon from October 30, 1930, against the Kuckenberg-Wittman Company for work on the bridge over Rock Creek on the Ochoco Highway.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

...retary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

JAN 16 1931
OREGON
HIGHWAY COMMISSION

January 12, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of January 8th a notice of claim by L. E. Shelley for labor and materials furnished in the sum of $38.53 together with interest thereon from October 1, 1930; also the assigned claim of Mercer, Brockman Chevrolet Company for labor and materials furnished in the sum of $9.70 together with interest thereon from October 30, 1930, against the bond taken from Kuckenberg-Wittman Company, principals, and Federal Surety Company of Iowa, surety, for the work on concrete bridge over Rock Creek on the Ochoco Highway in Wheeler Count, bridge No. 1469.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

L. E. Shelly
Claimant
vs

Kuckenberg-Wittman Co., Inc.
a Corporation, and Federal
Surety Company of Iowa.
Defendants

NOTICE OF CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon. Hal. E. Hoss, Secretary of State, Salem, Oregon.

Notice is hereby given that the undersigned, L. E. Shelley, conducting a garage business in Condon, Gilliam County, Oregon, has a claim for labor, materials, supplies and merchandise sold and delivered to Kuckenberg-Wittman Company, the contractors for improvement and repair work on concrete bridge over Rock Creek, approximately 28 miles East of Mitchell, on the Ochoco Highway, in Wheeler County, Oregon, being bridge No. 1469 and contract entered into July 24, 1930, which contract is between said Company and the State Highway Commission of Oregon; that the said labor, materials, supplies and merchandise was sold and delivered to the said Kuckenberg-Wittman Company on and between the 7th day of August, 1930, and the 1st day of October, 1930, and is more particularly set out as follows:

Aug. 7, 1930	2 tubes 32x6	By G. C. Dixon	13.05
"	1 used tire	" "	2.50
" 31, "	2 lbs. Grease	By H.A. Kuckenberg	.50
Sep. 9	15½ Ft. #62 Cast Chain	By Chas. Kramer	3.70
	5 ft 2" cold rolled steel	" "	3.15
	4 #533HT Sprockets @ 1.25	" "	5.00
" 30 "	4¼ "Zerks @ .21	" "	.84
	2 qts. #7 Zeroline	" "	.50
	Pipe Fittings	" "	.40
	6 lbs grease in differential	" "	1.50
	3½ hrs. labor at universal and generator	" "	5.60
Oct. 1 "	7 gals. gas	By L. W. Kuckenberg	1.79
	Balance of Acct.		38.53

Notice is also given that the Mercer, Brockman Chevrolet Company, a Corporation, operating a garage business in Condon, Gilliam County, Oregon, sold and delivered to Kuckenberg-Wittman Company, contractors, for improvements and repair work on concrete bridge over Rock Creek, approximately 28 miles East of Mitchell, on the Ochoco Highway, in Wheeler County, Oregon, being bridge No. 1469 and contract entered into July 24, 1930, which contract is between said Company and the State Highway Commission of the State of Oregon and that prior to the date of this claim the Mercer, Brockman Chevrolet Company, a Corporation assigned to the claimant herein said claim and that L. E. Shelley, the claimant herein, has a claim for said labor, materials, merchandise and supplies by virtue thereof.

That said labor, supplies and merchandise was sold and delivered to the said Kuckenberg-Wittman Company on and between the 22nd day of August, 1930 and the 30th day of October, 1930 and is more particularly described as follows:

Aug. 22, 1930	labor	.75
Sep. 7, "	labor 1.50, grease 1.00	2.50
" 8, "	labor 1.25, acc. 1.00	2.25
" 25, "	labor on brakes	1.00
Oct. 24, "	Gas 1.25, labor .25	1.50
" 30, "	Grease 1.25, acc .45	1.70
	Total	9.70

That said labor, materials supplies and merchandise was furnished and delivered to said contractors between said dates, and that the itemized statements of the same were delivered to the said Kuckenberg-Wittman Company from time to time as the same was furnished and delivered, and that the same was delivered and furnished upon the Order of said Contractors, at the prices agreed upon as set out in said itemized accounts heretofore shown, and that the same was furnished and delivered to said Company and was used and expended by said Kuckenberg-Wittman Company in the prosecution of said contract heretofore described.

That no part of said sum of $38.53 and the sum of $9.70 has ever been paid although claimant has demanded a payment for said accounts of labor, materials, supplies and merchandise sold and delivered to said Kuckenberg-Wittman Company, the purchasers thereof and that there is interest due on the $38.53 from the 1st day of October, 1930, and on the $9.70 account from the 30th day of October, 1930, at the rate of six per cent per annum.

This is to notify you and all others whom it may concern that said claimant, in the name of the State of Oregon, intends to hold the principals and surety on the bond given on said contract which bond is dated the 30th day of July, 1930, for the sum of Fifteen Thousand, Two Hundred Forty and no/100 ($15,240.00) Dollars, and wherein Kuckenberg-Wittman Company, as principal and the Federal Surety Company of Iowa is surety and to the State of Oregon acting through said Highway Commission, for said sum of $36.53 and interest thereon at the rate of six per cent per annum from the 1st day of October, 1930, until paid and the further sum of $9.70 with interest thereon at the rate of six per cent per annum from the 30th day of October, 1930, until paid and for costs and attorney fees as allowed by Section 6719 Oregon Laws as amended by Chapter 342 Laws of Oregon for the year 1921.

L. E. SHELLEY

STATE OF OREGON (
: SS
County of Gilliam)

I, L. E. Shelley, being first duly sworn depose and say that I am claimant in the foregoing Notice of Claim; I have read the foregoing claim, know the contents thereof and the same is true as I verily believe.

L. E. SHELLEY

Subscribed and sworn to before me this 23rd day of December, 1930,

(SEAL)

J. D. Weed
Notary Public for Oregon
My commission expires June 12, 1932.

Endorsed File No. 883
Filed January 8, 1931
Hal E. Hoss
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by L. E. Shelley for labor and materials furnished in the sum of $38.53 together with interest thereon from October1, 1930, at the rate of six per cent per annum; also assigned claim of Mercer, Brockman Chevrolet Company for labor and materials furnished in the sum of $9.70 together with interest thereon at the rate of six per cent per annum from October 30, 1930, against the bond taken from Kuckenberg-Wittman Company, principals, and Federal Surety Company of Iowa, surety, for the work on concrete bridge over Rock Creek on the Ochoco Highway in Wheeler County, bridge No. 1469, with the original notice of claim filed in the office of the Secretary of State on January 8th, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of January, A. D. 1931.

Hal E Hoss

Secretary of State

#1146

PR734D

January 16, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith copies of the notices of claims of G. F. Owens for labor performed in the sum of $962.22 with interest thereon at 6% per annum from September 20, 1930, and the National Hospital Association for medical, surgical, hospital and dental services in the sum of $718.55 against the J. W. Peek Construction in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract #1146.

This information is given you as you appear as surety on the bonds furnished in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

BY

Secretary

PW
Enc.
cc J. W. Peek Construction Co.
504 Puyallup Avenue
Tacoma, Washington

January 16, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 12th instant in which you inclose three certified copies of the notice of claim of the National Hospital Association for medical, surgical, hospital andental services in the sum of $713.56 against the J. H. Feak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract #1146.

We are today forwarding copies of this claim to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 12, 1931

JAN 1[illegible] 1931

StateHighway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Clark & Clark, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by National Hospital Association for medical, surgical, hospital and dental services in the sum of $713.55 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work of construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State contract No. 1146.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

NOTICE OF CLAIM AGAINST BOND OF J. W. FEAK CONSTRUCTION COMPANY

TO: State Highway Commission of the State of Oregon, and
Hal E. Hoss, Secretary of State of the State of Oregon:

Notice is hereby given that the undersigned, National Hospital Association, a corporation, organized and existing under and by virtue of the laws of the State of Oregon, has a claim for medical, surgical, hospital and dental services in the sum of $715.55 against the bond taken from J. W. Feak Construction Co., a copartnership, consisting of J. W. Feak, H. R. Lohrer, and R. W. Shaffer, as principals, and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties in the State of Oregon, the said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co., as contractor, which contract is number 1146 of the said State Highway Commission; the said copartnership J. W. Feak Construction Co. later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of National Hospital Association is a claim against said bond as the bond of the copartnership J. W. Feak Construction Co. and as the bond of the corporation J. W. Feak Construction Co.

The following is a statement of the nature and circumstances of the claim of the National Hospital Association:

That by agreement and arrangement between said National Hospital Association, J. W. Feak Construction Co., a copartnership, and the employees of said J. W. Feak Construction Co., a copartnership, the National Hospital Association agreed to furnish to said employees, as needed, medical, surgical and hospital services, commencing with the First day of February, 1930; that under and by virtue of said agreement and arrangement the said services were to be paid for each month by monies deducted from the wages of the said employees as authorized by sections 49-1501 to 49-1511, Oregon Code; that on or about April 18, 1930, when the interest of the copartnership J. W. Feak Construction Co. in the contract with the State Highway Commissioner, was assigned to J. W. Feak Construction Co., a corporation, as heretofore set forth, the said contract, agreement and arrangement between National Hospital Association, the copartnership J. W. Feak Construction Co., and the employees thereof, for the furnishing of medical, surgical, hospital and dental services, was assumed by the corporation J. W. Feak Construction Co. which became bound by all the terms thereof; that National Hospital Association performed all the services required by it to be performed under said agreement between February 1, 1930 and October 31, 1930; that during such period there was deducted from the wages of the employees of J. W. Feak Construction Co., a corporation, and of J. W. Feak Construction Co., a copartnership, with their authority and consent, for the purpose of being paid over to National Hospital Association in payment of said services, the sum of $1416.41, of which $702.86 has been paid, leaving a balance due to said National Hospital Association, no part of which has been paid, in the sum of $715.55; that the said National Hospital Association under said arrangements and said deductions is the assignee and holder of claims of laborers for unpaid wages against said bond heretofore described.

NATIONAL HOSPITAL ASSOCIATION
By C. S. SABIN
TREASURER

NATIONAL HOSPITAL ASSOCIATION
By S. C. SLOCUM
PRES.

STATE OF OREGON)
County of Multnomah) SS.

I, S. C. Slocum, being first duly sworn depose and say: That I am president of the National Hospital Association, a corporation, named in the foregoing notice of claim; that I have personal knowledge of the facts set forth therein; have read the foregoing claim and the contents thereof are true as I verily believe.

S. C. SLOCUM

Subscribed and sworn to before me this 9th day of January, 1931.

(SEAL)
BETTY M. JOHNSON
Notary Public for State of Oregon - My commission expires: Jan. 15, 1931

Endorsed: File No. 884
Filed January 12,1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by National Hospital Association for hospitalization services furnished in the sum of $713.55 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work of the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on January 12, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of January, A. D. 1931.

Hal E Hoss

Secretary of State

#1146

PR134D

January 16, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon.

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 7th instant in which you inclose three certified copies of the notice of claim of G. F. Owens for labor performed in the sum of $862.22 together with interest thereon at the rate of 6% per annum from September 28, 1930, against the J. W. Peak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FN

January 16, 1931

Union Indemnity Company
Irving L. Webster Co. Inc. Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith copies of the notices of claims of G. F. Owens for labor performed in the sum of $662.22 with interest thereon at 6% per annum from September 25, 1930, and the National Hospital Association for medical, surgical, hospital and dental services in the sum of $718.55 against the J. W. Peak Construction in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, contract #1146.

This information is given you as you appear as surety on the bonds furnished in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.
cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

JAN 16 1931
OREGON
[illegible] COMMISSION

January 7, 1931

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from H. H. & Carl Hendricks, Fossil, Oregon, and filed as of this date a notice of claim by G. F. Owens for labor performed in the sum of $862.22 together with interest thereon at the rate of 6% per annum from September 28, 1930, against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, State contract No. 1146, Project No. 1236.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

G. F. Owens, Claimant)
VS)
J. W. Feak Construction Co. a partnership)
consisting of J. W. Feak, H. R. Lohrer and)
R. W. Shaffer, and the Union Indemnity Company,)
a corporation of the State of Louisiana,)
authorised to transact business of surety in the)
State of Oregon- - - - - - - - - - - Defendants)

NOTICE OF CLAIM

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE THEREOF,
SALEM, OREGON :

HON. HAL. E. HOSS, SECRETARY OF STATE, SALEM, OREGON

Notice is hereby given, that the undersigned G. F. Owens, has and claims a lien for labor, in hauling materials for the J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, the contractors in that certain road Construction contract, No 1146, Project No. 1236, known as the Barnhouse Ranch-Picture Gorge Section, West Unit 6.9 miles grading and East Unit 5.1 miles grading, which said contract was between said J. W. Feak Construction Company and the State of Oregon, Represented by the State Highway Commission of the State of Oregon. That said labor and hauling was done by said claimant G. F. Owens, under an oral contract with said J. W. Feak Construction Company, between the 23rd day of June, 1930, and the 28th day of September, 1930, both inclusive, and that the said labor and hauling and materials so hauled for said J. W. Feak Construction Company, by said claimant were used, expended, consumed in the performance of the work on said Contract No. 1146 of the said Feak Construction Company., and as provided for in said contract. That the total price due the claimantfor said work, labor and hauling is the sum of $862.22, and that no part of said sum has been paid although frequently demanded by said claimant of said Feak Construction Company, who ordered and incurred the same. That attached to this notice of claim and Marked Exhibit "A" and by reference incorporated into and made a part of said claim is an itemized account of said labor performed by said Claimant in hauling said materials, and that the price charged for said labor and hauling is a reasonable price to be charged for the same. That the sum of $862.22, is justly due the claimant on account of said labor in hauling said materials which were used, expended consumed, in the performance and prosecution of the said work. and that there is interest due thereon from the 28th day of September, 1930 at the rate of 8% per annum.

That said claimant received said materials at the place or places designated by said J. W. Feak Construction Company, and performed said labor in hauling the same from said place or places of delivery to the place of the construction of said road, where same were delivered to said J. W. Feak Construction Company, at the places designated by said J. W. Feak Construction Company on the job and road being built under Contract No. 1146, all at the prices agreed upon for said labor and work in hauling said materials and that said materials, were all used, expended and consumed and used in carrying on the said road Contract No. 1146.

This is to notify you and all others whom it may concern that the said Claimant in the name of the State of Oregon intends to hold the Principal and Surety on the bond given on the said Contract which bond is dated the 24th day of January, 1930. for the sum of Ninety Three Thousand, Eight Hundred Twenty eight and 25/100 Dollars, and wherein J. W. Feak Construction Company, a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, is principal and the Union Indemnity Company, a corporation of the State of Louisiana, authorized to do business of surety in the State of Oregon, is surety, and to the State of Oregon, Represented and acting by the State Highway Commission of the State of Oregon, for the sum of $862.22, and interest thereon from the 28th day of September, 1930, at the rate of 6 per cent per annum, and costs and attorney fees, as allowed by Section 6713, Oregon Laws, as amended by Chapter 34[illegible], General Laws of Oregon for the year. 1921.

G. F. OWENS
Claimant

STATE OF OREGON }
County of Wheeler } SS

I, G. F. Owens, first being duly sworn depose and say: That I am the claimant herein; that I have read the foregoing claim and know the contents thereof and the same is true as I verily believe.

G. F. OWENS

Subscribed and sworn to before me this 2 day of January, 1931

(SEAL)

CARL HENDRICKS
Notary Public for Oregon MY Commission expires Sep. 9, 1933

EXHIBIT A"

June 23, 1930	8 Accet. Tanks	$16.29
August 5, 1930	30 emptys #1500	11.25
August 5, 1930	1055#frt. Marshal-Wells	7.91
August 3, 1930	8700# Power	65.25
August 6, 1930	6000# Hay	12.00
August 6, 1930	4700# fuel oil	35.25
August 6, 1930	18 emptys #900	6 75
August 6, 1930	13600# Fuel oil	98.70
August 9, 1930	26 emptys 1300#	9.75
August 9, 1930	7050# fuel oil	52.88
August 12,1930	2 tons coal	10.00
August 16, 1930	5040# fuel oil	42.30
August 17,1930	7 pcs 36" pipe	31.50
August 17, 1930	9 pcs.36" pipe	40.50
August 20,1930	4 pcs.36" pipe	18.00
August 20, 1930	7 pcs.36" pipe	31.50
August 20,1930	43 Emptys 2150#	16.12
August 20,1930	3290# fuel oil	24.68
August 23,1930	10340# fuel oil	79.55
August 23,1930	470# steam oil	5.53
August 24,1930	100# roofing	.75
August 27,1930	12 emptys 600#	4.50
August 27,1930	2350# fuel oil	17.63
August 27,1930	466# fuel oil	3.50
August 27, 1930	442# tank	3.32
August 6, 1930	108 gal. Pearl Oil	5.78
August 21,1930	10 gal Oil	.40
August 30,1930	6580# Fuel Oil	49.35
September.1, 1930	10 Pcs. 24" Con. Cul.	21.00
Sep. 1, 1930	4 pcs. 18" con cul.	6.00
Sep. 4, 1930	22 Pcs. 18 conCul.	33.00
Sept. 4, 1930	9 pcs. 24" Con. Cul	25.00
Sep. 4, 1930	6970 # Fuel Oil	52.28
Sep. 17, 1930	940# Oil	7.05
Sep. 25, 1930	4000# Coal	20.00
Sep 28, 1930	25# frt.	.25
Sep. 17, 1930		
	Total - - - - - - - - - - -	862.22

Page 3 and 4

Endorsed: File No. 862
Filed January 7, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. F. Owens for labor performed in the sum of $862.22 together with interest thereon at the rate of 6% per annum from September 28, 1930, against the bond taken from J. W. Peak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, State contract No. 1146, project No. 1236, with the original notice of claim filed in the office of the Secretary of State on January 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15 day of January, A. D. 1931.

Hal E Hoss

Secretary of State

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. F. Owens for labor performed in the sum of $862.22 together with interest thereon at the rate of 6% per annum from September 28, 1930, against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, State contract No. 1146, project No. 1236, with the original notice of claim filed in the office of the Secretary of State on January 7, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15 day of January, A. D. 1931.

Hal E Hoss

Secretary of State

#1146
3585

PR1340

January 13, 1931

Union Indemnity Company
Irving L. Webster Co. Inc. agents
Failing Building,
Portland, Oregon

Gentlemen:

This is to inform you that we have received from Clark & Clark, attorneys of Portland, the affidavit of the claim of the National Hospital Association, Inc., against the J. W. Feak Construction Company, being in the sum of $713.55 for services rendered that Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by J. W. Feak Construction Company in this instance.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

cc J. W. Feak Const. Co.

January 13, 1931

Clark & Clark
Attorneys at Law
Yeon Building
Portland, Oregon

Attention: R. R. Bullivant

Gentlemen:

We acknowledge receipt of your letter of the 10th instant enclosing affidavit of the claim of the National Hospital Association and notice of the claim of this Association against the J. W. Peak Construction Company.

These are being placed on file.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:S

CLARK & CLARK

ATTORNEYS AT LAW

ALFRED E. CLARK
MALCOLM H. CLARK
R. R. BULLIVANT

CABLE ADDRESS CLARK

YEON BUILDING
PORTLAND, OREGON

January 10 1931

The State Highway Commission
Salem
Oregon

Attention: Mr. Glaisyer

Gentlemen:

We wish to acknowledge receipt from you of copies of the bond and contract of the J. W. Feak Construction Co. covering the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway, in Wheeler and Grant Counties.

We are enclosing herewith an original affidavit executed by the National Hospital Association for the purpose of procuring these copies. We also enclose herewith a duplicate original verified notice of claim against the bond of J. W. Feak Construction Co., the original of which has been filed with the Secretary of State.

Very truly yours,

CLARK & CLARK

By: R. R. Bullivant

RRB:M
Encls

ANSWERED
H. B. G.

AFFIDAVIT TO PROCURE CERTIFIED COPY OF BOND AND CONTRACT.

STATE OF OREGON)
) SS:
County of Multnomah)

I, S. C. Slocum, being first duly sworn, depose and say:

That I am Presidend. of National Hospital Association, Inc., an Oregon corporation; that said National Hospital Association has a claim against the bond executed by J. W. Feak Construction Co., a copartnership consisting of J. W. Feak, H. R. Lohrer, and R. W. Shaffer, as principal, and Union Indemnity Co. as surety, which bond was executed by said parties to secure the faithful performance of a contract between the said J. W. Feak Construction Co. and the State Highway Commission of the State of Oregon, being contract no. 1146, and pertaining to the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway.

The said copartnership, J. W. Feak Construction Co., later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of National Hospital Association is a claim against said bond as the bond of the copartnership J. W. Feak Construction Co. and as the bond of the corporation J. W. Feak Construction Co.

That the nature of the claim of the National Hospital Association is as follows:

That by agreement and arrangement between said National Hospital Association, J. W. Feak Construction Co., a copartnership, and the employees of said J. W. Feak Construction Co., a copartnership, the National Hospital Association agreed to furnish to said employees, as needed, medical, surgical and hospital services, commencing with the First day of February, 1930; that under and by virtue of said agreement and arrangement the said services were to be paid for each month by monies deducted from the wages of the said employees as authorized by sections 49-1501 to 49-1511, Oregon Code; that on or about April 18, 1930, when the interest of the copartnership J. W. Feak Construction Co. in the contract with the State Highway Commissioner, was assigned to J. W. Feak Construction Co., a corporation, as heretofore set forth, the said contract, agreement and arrangement between National Hospital Association, the copartnership J. W. Feak Construction Co., and the employees thereof, for the furnishing of medical, surgical, hospital and dental services, was assumed by the corporation J. W. Feak Construction Co. which became bound by all the terms thereof; that National Hospital Association performed all the services required by it to be performed under said agreement between February 1, 1930 and October 31, 1930; that during such period there was deducted from the wages of the employees of J. W. Feak Construction Co., a corporation, and of J. W. Construction Co., a copartnership, with their authority and consent, for the purpose of being paid over to National Hospital Association in payment of said services, the sum of $1416.41, of which $702.86 has been paid, leaving a balance due to said National Hospital Association, no part of which has been paid, in the sum of $713.55; that the said the said National Hospital Association under said arrangements and said deductions is the assignee and holder of claims of laborers for unpaid wages against said bond heretofore described.

That this affidavit is made for the purpose of securing a certified copy of the bond and contract of said J. W. Feak Construction Co., with the State Highway Commission of the State of Oregon, and demand is hereby made that certified copies thereof be furnished to said National Hospital Association.

Subscribed and sworn to before me this 9th day of January, 1931.

Betty M Johnson
Notary Public for State of Oregon

My commission expires: Jan 13, 1931

NOTICE OF CLAIM AGAINST BOND OF J. W. FEAK CONSTRUCTION COMPANY

TO: State Highway Commission of the State of Oregon, and
Hal E. Hoss, Secretary of State of the State of Oregon:

Notice is hereby given that the undersigned, National Hospital Association, a corporation, organized and existing under and by virtue of the laws of the State of Oregon, has a claim for medical, surgical, hospital and dental services in the sum of $713.55 against the bond taken from J. W. Feak Construction Co., a copartnership, consisting of J. W. Feak, H. R. Lohrer, and R. W. Shaffer, as principals, and Union Indemnity Company, a corporation, as surety, for the work of the construction of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties in the State of Oregon, the said contract being between the State Highway Commission of the State of Oregon and J. W. Feak Construction Co., as contractor, which contract is number 1146 of the said State Highway Commission; the said copartnership J. W. Feak Construction Co. later, and on April 18, 1930 assigned all its interest in said contract with said State Highway Commission of the State of Oregon to J. W. Feak Construction Co., a corporation, organized under the laws of the State of Oregon, which said assignment was consented to by the said State Highway Commission and the Union Indemnity Company, the surety on the bond heretofore described; that the claim of National Hospital Association is a claim against said bond as the bond of the copartnership J. W. Feak Construction Co. and as the bond of the corporation J. W. Feak Construction Co.

The following is a statement of the nature and circumstances of the claim of the National Hospital Association:

That by agreement and arrangement between said National Hospital Association, J. W. Feak Construction Co., a copartnership, and the employees of said J. W. Feak Construction Co., a copartnership, the National Hospital Association agreed to furnish to said employees, as needed, medical, surgical and hospital services, commencing with the First day of February, 1930; that under and by virtue of said agreement and arrangement the said services were to be paid for each month by monies deducted from the wages of the said employees as authorized by sections 49-1501 to 49-1511, Oregon Code; that on or about April 18, 1930, when the interest of the copartnership J. W. Feak Construction Co. in the contract with the State Highway Commissioner, was assigned to J. W. Feak Construction Co., a corporation, as heretofore set forth, the said contract, agreement and arrangement between National Hospital Association, the copartnership J. W. Feak Construction Co., and the employees thereof, for the furnishing of medical, surgical, hospital and dental services, was assumed by the corporation J. W. Feak Construction Co. which became bound by all the terms thereof; that National Hospital Association performed all the services required by it to be performed under said agreement between February 1, 1930 and October 31, 1930; that during such period there was deducted from the wages of the employees of J. W. Feak Construction Co., a corporation, and of J. W. Feak Construction Co., a copartnership, with their authority and consent, for the purpose of being paid over to National Hospital Association in payment of said services, the sum of $1416.41, of which $702.86 has been paid, leaving a balance due to said National Hospital Association, no part of which has been paid, in the sum of $713.55; that the said National Hospital Association under said arrangements and said deductions is the assignee and holder of claims of laborers for unpaid wages against said bond heretofore described.

NATIONAL HOSPITAL ASSOCIATION

By____________________

Pres.

NATIONAL HOSPITAL ASSOCIATION

By C L Sabin

Treasurer

STATE OF OREGON)
                (SS:
County of Multnomah)

I S.C. Slocum, being first duly sworn depose and say:

That I am President of the National Hospital Association, a corporation, named in the foregoing notice of claim; that I have personal knowledge of the facts set forth therein; have read the foregoing claim and the contents thereof are true as I verily believe.

S.C. Slocum

Subscribed and sworn to before me this 4th day of January, 1931.

Betty M. Johnson
Notary Public for State of Oregon
My commission expires: Jan 13 1931

PR
134-D

Jan. 12, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate, five bid proposals and five sets of specifications for oil treatment to accompany the surfacing specifications for the Bayhouse Ranch-Picture Gorge Section, Project No. 134-D. We are likewise sending, under separate cover, five blueprint copies of sheet No. 2, which has been revised to show the typical surfacing section and the surfacing quantities.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 134-D

BARNHOUSE RANCH-PICTURE GORGE SECTION
OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, January 12, 1931.

Grading ([illegible])

West Unit (Sta. 1181/02.9 to Sta. 1545/00)

All Required	Clearing and Grubbing		Low	Bid		$ 900.00
55,900 cu. yds.	Common Excavation	$ .30	"	"		16,770.00
52,600 cu. yds.	Intermediate Excavation	.41	"	"		21,566.00
86,500 cu. yds.	Solid Rock Excavation	.82	"	"		70,930.00
173,000 yd. sta.	Overhaul	.015	"	"		2,595.00
72 cu. yds.	Class "A" Concrete	30.00	"	"		2,160.00
6 cu. yds.	Class "B" Concrete	28.00	"	"		168.00
6,400 lbs.	Metal Reinforcement	.08	"	"		512.00
60 cu. yds.	Rip Rap	2.25	"	"		135.00
7 M-FBM	Lumber & Tur. (Tres. Sta. 1535/40)	65.00	"	"		455.00
700 lin. ft.	12" Concrete Pipe	1.50	2nd	low	bid	1,050.00
850 lin. ft.	18" Concrete Pipe	2.75	"	"	"	2,337.50
510 lin. ft.	24" Concrete Pipe	3.75	"	"	"	1,912.50

Sub-total (West Unit) $ 121,491.00

East Unit (Sta. 1545/00 to Sta. 1705/82.8)

All Required	Clearing and Grubbing		Low	Bid		$ 400.00
14,000 cu. yds.	Common Excavation	.30	"	"		4,200.00
20,700 cu. yds.	Intermediate Excavation	.41	"	"		8,487.00
56,700 cu. yds.	Solid Rock Excavation	.82	"	"		46,494.00
111,000 yd. sta.	Overhaul	.015	"	"		1,665.00
110 cu. yds.	Rip Rap	2.25	"	"		247.50
400 lin. ft.	12" Concrete Pipe	1.50	2nd	low	bid	600.00
100 lin. ft.	18" Concrete Pipe	2.75	"	"	"	275.00
100 lin. ft.	24" Concrete Pipe	3.75	"	"	"	375.00

Sub-total (East Unit) $ 62,743.50

Sub-total (grading)	$184,234.50
10% Engr. & Cont.	18,423.45
Total (grading)	$202,657.95

Surfacing, (Estimated Prices)

13,300 cu. yds.	Base Materials in Surf.	186	$1.75	$23,275.00
12,000 cu. yds.	Top Materials in Surf.	191	1.80	21,600.00
3,850 cu. yds.	Key Materials in Surf.	300	1.85	7,122.50
5,150 cu. yds.	Screenings in Surfacing	210	1.90	9,785.00
2,200 cu. yds.	Filler	25	0.40	880.00
4,400 yd. mi.	Filler Haul	18	0.20	880.00
3,100 cu. yds.	Selected Borrow	25	0.50	1,550.00
1,400 M-Gals.	Sprinkling	(Estimated) 150	2.50	3,500.00
105,000 sq. yds.	Oiling Macadam Base (State forces)		0.16	16,800.00
	Sub-total			$85,392.50
	10% Engr. & Cont.			8,539.25
	Total (surfacing)			$ 93,931.75
	Sub-total, roadway			$ 269,626.50
	10% Engr. & Cont.			26,962.65
	Total, roadway			$ 296,589.15

Trestle, West Unit, 5 - 19' spans (contract prices)

34 cu. yds.	Class "B" Concrete	(low bid)	28.00	$ 952.00
38 M-FBM	Lumber and Timber	(low bid)	65.00	2,470.00
				$ 3,422.00

Rock Creek Bridge, West Unit (Contract Prices)

150 cu. yds.	Excavation	(low bid)	5.00	$ 750.00
30 cu. yds.	Excavation below plans	(low bid)	7.00	210.00
195 cu. yds.	Class "A" Concrete	(low bid)	28.00	5,460.00
125 cu. yds.	Class "D" Concrete	(low bid)	28.00	3,500.00
68,000 lbs.	Metal Reinforcement	(low bid)	.06	4,080.00
310 lin. ft.	Concrete Handrail	(low bid)	4.00	1,240.00
				$ 15,240.00
	Sub-total (structures)			18,662.00
	10% Engr. & Cont.			1,866.20
	Total (structures)			$ 20,528.20

Length of West Unit, including bridges	5.891 miles
" " 1 Timber Trestle, 95 ft.	
" " Rock Crk. Bridge 150 ft.	
Total 245 ft.	.046 miles
Length of West Unit, excluding bridges	5.845 miles

Length of East Unit, (net) 3.070 miles

Length of project, excl. structures 9.913 miles
Length of project, incl. structures 9.961 miles

Cost per mile, roadway $29,918.70.

SUMMARY

Item	Total Cost	Federal Aid		Govt. Emergency Funds	State Funds
Grading	$202,657.95	$125,573.26	(61.965%)	- -	$77,084.69
Surfacing	93,931.20	58,453.38	(62.23%)	$35,477.82	- -
Totals (Roadway)	$296,589.13	$184,026.64		$35,477.82	$77,084.69
2 Structures	20,528.30	12,774.68	(62.23%)	- -	7,753.50
Totals (all work)	$317,117.55	$196,801.33		$35,477.82	$84,838.19

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

BARNHOUSE RANCH-PICTURE GORGE SECTION

Federal Aid Project No.-134-D

1. **Description**: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. **Width**: - 18 feet with extra width as required.

3. **Sizes of Aggregate**: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/4 inch

4. **Oil**: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Preparation of Surfacing**: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. **Construction Procedure**: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

   b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

   c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

   d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

   e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

   f. Spread 1/2" - 1/4" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. 0-10
1/7/31.

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

BARNHOUSE RANCH-PICTURE GORGE SECTION

Federal Aid Project No.-134-D

1. **Description**: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. **Width**: - 18 feet with extra width as required.

3. **Sizes of Aggregate**: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/4 inch

4. **Oil**: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. **Preparation of Surfacing**: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. **Construction Procedure**: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

   b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

   c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

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Spec. 0-10
1/7/31.

SPECIFICATIONS FOR OIL TREATMENT OF

BROKEN STONE AND CRUSHED GRAVEL SURFACING

BARNHOUSE RANCH-PICTURE GORGE SECTION

Federal Aid Project No. 134-D

1. Description: - The oil treatment to be provided under this specification is to consist of three applications of heavy road oil, each application to be followed by a spread of fine broken stone. It is designed for use where the volume of traffic does not warrant the construction of the heavier and more expensive types of wearing surface.

2. Width: - 18 feet with extra width as required.

3. Sizes of Aggregate: - Grade "C" - 1-1/4 to 3/4 inch
Grade "B" - 3/4 to 1/2 inch
Grade "A" - 1/2 to 1/4 inch

4. Oil: - No. 3 oil shall be an asphaltic road oil having an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

5. Preparation of Surfacing: a. Perform whatever operations may be necessary to bring the broken stone or crushed gravel surfacing to specified grade, true crown and smooth surface and to put it in condition suitable for oil treatment.

   b. Sweep the macadam base thoroughly, removing from the surface all dust, dirt and loose stones.

6. Construction Procedure: - a. Apply No. 3 oil at a rate of 0.20 gallon per square yard.

   b. Spread 1-1/4" - 3/4" aggregate at a rate of .020 cubic yard per square yard. Blade and broom to smooth surface, adding additional rock by hand where required. Roll until course is thoroughly compacted.

   c. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

   d. Spread 3/4" - 1/2" aggregate at a rate of .009 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

   e. Apply No. 3 oil at a rate of 0.25 gallon per square yard.

   f. Spread 1/2" - 1/4" aggregate at a rate of .0075 cubic yard per square yard. Blade and broom to smooth surface, adding additional aggregate by hand where required. Roll until course is thoroughly compacted.

7. Correction of Defects: - Any parts of the oiled surface that show an excess or a deficiency of oil or that show defects of any other kind shall be worked over and otherwise treated in whatever manner may be necessary to eliminate the defects and cause the oiled surface to be uniformly perfect throughout.

Spec. 0-10
1/7/31.

#1146

PR134D

January 6, 1931

Allen A. Smith , Lawyer
Shoemaker Building
Baker, Oregon

Attention: A. S. Grant

Dear Sir:

We acknowledge receipt of your letter of the 5th instant inclosing a notice of the claim of McKim & Company against the J. W. Feak Construction Company, the same being in the sum of $682.62 for repairing machinery used by the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today calling this matter to the attention of the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBO:W

January 6, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This is to inform you as surety on the bond furnished by the J. W. Feak Construction Company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, that we have today received another notice of a claim against this company. This claim is in the sum of $882.61 and is made by [illegible] & Company, the same being for repairs to machinery used by the J. W. Feak Construction Company in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

ALLAN A. SMITH
A. S. GRANT

LAW OFFICES OF
ALLAN A. SMITH
SHOEMAKER BUILDING
BAKER, OREGON

January 5, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewith is a claim of McKim & Company vs. J. W. Feak Construction Company and the Union Indemnity Company on account of repairs to machinery used by the said J. W. Feak Construction Company in the construction of the highway near Wheeler, Oregon.

Very truly yours,

A. S. Grant

ASG:D

Enc.

ANSWERED
H. B. G.

Baker, Oregon, December 31st, 1930.

TO THE MEMBERS OF THE STATE HIGHWAY COMMISSION,
STATE OF OREGON,
SALEM, OREGON.

NOTICE IS HEREBY GIVEN, that the undersigned R. H. McKim & M. McKim, doing business under the firm name and style of McKim & Company, a co-partnership, have a claim for labor, skill, materials, supplies and provisions in the sum of $882.62 against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, as principals, and Union Indemnity Company, a corporation, of the State of Louisiana, authorized to transact the business of surety in the State of Oregon, as surety, for the work of the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

Said labor, skill, materials, supplies and provisions consist of materials furnished and labor expended upon two gas shovels and one automobile truck in the repair thereof made necessary on account of the breaking down of said gas shovels and said automobile while being used in the construction of said Highway, said labor, skill, materials and supplies being so expended by said McKim & Company in the necessary and incidental repairs to said gas shovels and said automobile truck.

Hereto attached is an itemized statement for all of said labor, skill and materials which were expended and delivered for the purpose of being used in the work above described.

McKIM & COMPANY,

By M. McKim

STATE OF OREGON,)
COUNTY OF BAKER.) ss.

I, M. McKIM, being first duly sworn, depose and say: that I am one of the co-partners of McKim & Company, claimant named in the foregoing claim; that said McKim & Company is a creditor of J. W. Feak, H. R. Lohrer and R. W. Shaffer as principals, and Union Indemnity Company, a corporation of the State of Louisiana, as surety, in the sum of $882.62 for labor, skill, materials and supplies used in the necessary and incidental repair of machinery used by the said J. W. Feak, H. R. Lohrer and R. W. Shaffer in the construction of the highway mentioned in the foregoing claim, at the request of the said J. W. Feak, H. R. Lohrer and R. W. Shaffer; that there are no off-sets or counter-claims to the same and that claimant has not nor has any person by his order or to the knowledge or belief of deponent for claimants' use, had or received any manner of security for said debt whatsoever, excepting only a lien which claimant has filed on said two gas shovels; that I have read the foregoing notice, know the contents thereof, and the same is true as I verily believe.

M. McKim

Subscribed and sworn to before me this 31st day of December, 1930.

C. S. Grant,
Notary Public for Oregon.

My Commission expires: June 27, 1934

#1146
35(F.J
PR134D

January 6, 1931

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing you herewith a copy of the notice of claim of the Shell Oil Company against the J. W. Feek Construction Company for oil furnished in the sum of $15.10 in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler, Counties, Oregon.

This information is given you since you appear as surety on the bond furnished in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Feek Construction Co.
504 Puyallup Avenue
Tacoma, Washington

January 6, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 31st instant in which you inclose three copies of the notice of claim of the Shell Oil Company for oil furnished in the sum of $13.10 against the J. W. Peak Construction Company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 31, 1930

RECEIVED
JAN 6 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Attention Mr. H. B.Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of this date a notice of claim by the Shell Oil Company for oil furnished in the sum of $15.10 against the bond taken from the Feak Construction Company in connection with their contract on the Rock Creek road between Dayville and Mitchell, Oregon.

We are enclosing herewith a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

[illegible]

By Edith Libby

COPY

SHELL OIL COMPANY

1020 Chamber of Commerce Building

Petroleum
Products

PORTLAND

Please address
all communications
to the company

Quotations subject to
change without notice

December 30, 1930

Mr. Hal E. Hoss,
SECRETARY OF STATE,
State of Oregon,
Salem, Oregon.

Dear Sir:-

FEAK CONSTRUCTION COMPANY
$15.10

Inconformance with the provisions in section 2991 of the Oregon law, notice is hereby given that the undersigned, SHELL OIL COMPANY, has a claim in the sum of $15.10 against the FEAK CONSTRUCTION COMPANY, in connection with their contrest on the Rock Creek road between Dayville and Mitchell. Our claim is for oil furnished on this job.

Yours very truly,

SHELL OIL COMPANY.

D. E. BURROUGHS.
District Credit Manager.

DEB:N

Endorsed: File # 878
Filed December 31, 1930
HAL E. HOSS,
Secretary of State

#1146
3585

PR134D

January 6, 1931

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

This is to inform you, as surety on the bond furnished by the J. W. Feak Construction Company in connection with their contract for the construction of the Barnhouse Ranch–Picture Gorge Section of the Ochoco Highway, that we have today received copies of the notice of claim of Farmen & Harris for materials furnished this company in the sum of $184.87 together with interest thereon from August 25, 1930, at the rate of 6% per annum.

This information is given you at the request of the Secretary of State.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc J. W. Feak Construction Co.
304 Puyallup Avenue
Tacoma, Washington

January 6, 1951

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 31st instant in which you inclose three certified copies of the notice of claim of Farman & Harris for materials furnished in the sum of $184.97 together with interest thereon from August 26, 1950, at the rate of 6% per annum, against the J. W. Fenk Construction Company. This material was furnished in connection with the J. W. Fenk Construction Company's contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, contract #1146.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

JAN 6 1931
OREGON
STATE HIGHWAY COMMISSION

December 31, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Messrs. H. H. & Carl Hendricks, Attorneys at Law, Fossil, Oregon, and filed as of this date a notice of claim by Parman & Harris for materials furnished in the sum of $184.97 together with interest thereon from August 25, 1930, at the rate of 6% per annum, against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, contract No. 1146, project No. 1236.

We are enclosing herewith a certified copy of this notice for yourinformation and files together with two additional copies, one of which may be forwarded if desired, to the principal of the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

COPY

Parman & Harris, a Corporation,
Claimant
VS
J. W. Feak Construction Co, a Partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, and the Union Indemnity, Company, an Louisiana Corporation, - - Defendants

NOTICE OF CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF
SALEM, OREGON,

Hon Hal E. Hoss, Secretary of State Salem, Oregon

Notice is hereby given, that the undersigned, Parman & Harris, a Corporation, have a claim for materials sold and delivered to J. W. Feak Construction Co. a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, contractor on the Barnhouse Ranch-Picture Gorge Section of the Ochoco State Highway, , in Wheeler and Grant Counties, Oregon, being contract No. 1146, Project No. 1236, that said material was sold and delivered between the 31st day of May, 1930 and the 25th day of August, 1930, both inclusive, and that said material was used and consumed and expended, by said J. W. Feak Construction Company, in the prosecution and performance of the work provided for in said Contract No. 1146. That the total purchase price for said materials so sold, delivered, used, expended and consumed in the construction of said Highway under Contract No. 1146, is the sum of $184.97, and that no part of said sum of $184.97 has been paid, although frequently demanded by the claimants and that there is due the Claimants thereon the full sum of $184.97 and interest thereon from the 25th day of August, 1930, at the rate of 6 per cent per annum, This is to notify you and all others whom it may concern that the said Claimants in the name of the State of Oregon intend to hold the principal and surety on the bond given on the said contract which bond is dated the 24th day of January, 1930 for the sum of Ninety three thousand, Eight hundred twenty eight and 25/100 Dollars and wherein J. W. Feak Construction Co., a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, as principal and the Union Indemnity Company, a foreign Corporation is surety and to the State of Oregon, acting through said Highway Commission, for the sum of $184.97 and interest thereon from the 25th day of August, 1930 at the rate of 6% per annum, and costs and attorney fees as allowed by Section 6719 Oregon Laws, as amended by Chapter 342, General Laws of Oregon for the year 1921.

Parman and Harris, A. corporation

BY C. W. HARRIS,
Claimant

STATE OF OREGON)
County of Wheeler) SS

I. C. W. Harris, first being duly sworn depose and say: I am the Manager of Parman & Harris, a corporation, the Claimant herein, I have read the foregoing notice of claim and know the contents thereof and the same is true as I verily believe.

C. W. HARRIS

Subscribed and sworn to before me this 27th day of December, 1930

(SEAL)

CARL HENDRICKS
Notary Public for Oregon
MY Commission expires Sep. 9, 193[illegible].

Endorsed: Filed No. 879
Filed December 31, 1930
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Parman & Harris for materials furnished in the sum of $184.97 together with interest thereon at the rate of six per cent per annum from August 25, 1930, against the bond taken from J. W. Peak Construction Company as principal, and Union Indemnity Company as surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State contract no. 1146, with the original notice of claim filed in the office of the Secretary of State on December 31, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of January A. D. 1931.

Hal E Hoss

Secretary of State

Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Parman & Harris for materials furnished in the sum of $184.97 together with interest thereon at the rate of six per cent per annum from August 25, 1930, against the bond taken from J. W. Feak Construction Company as principal, and Union Indemnity Company as surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State contract no. 1146, with the original notice of claim filed in the office of the Secretary of State on December 31, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon,
this 5th day of January , A. D. 1931.

Hal E Hoss
Secretary of State

PR134D

January 5, 1931

Basche-Sage Hardware Company,
Baker, Oregon.

Attention: G. A. French.

Gentlemen:

In response to yours of the 3rd instant we wish to advise that the information requested by you concerning the two J. W. Peak Construction Company contracts is as follows:

No. 1146 - Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, 10 miles of grading. Bond furnished by Union Indemnity Company for whom Irving L. Webster & Co. Inc. Failing Bldg., Portland, Oregon, are resident agents.

No. 1184 - Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County, 18 miles of surfacing. Bond furnished by Union Indemnity Co., Hansen & Rowland, Agents, Failing Bldg., Portland, Oregon, resident agents.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

#1146

BBS

BASCHE-SAGE HARDWARE CO.

WHOLESALE AND RETAIL

SHELF AND HEAVY HARDWARE

AUTOMOTIVE, FARM, PLUMBING, MINE
AND MILL SUPPLIES

BAKER, OREGON.

January 3, 1931.

Oregon State Highway Comm.,
Salem, Oregon.

Gentlemen:

We have an account against J. W. Feak Construction Company for material furnished for Dayville and Kimberly jobs.

Will you kindly advise us the name of the Bonding Company on these two jobs so that we may take this matter up with them.

Very truly yours,

GAF TH

BASCHE SAGE HARDWARE COMPANY
GA French
Credit Department.

CONTRACT #1146,
1216, 1360,

PR 134-D Barnhouse Ranch-Picture 1930
Gorge
1146, 1216, 1360 Folder # 2

#1146
350J
PR134D

December 29, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 27th instant in which you inclose three copies of a notice of claim of the International Harvester Company of America against the J. W. Peak Construction Company, being for materials furnished this company in the sum of $164.29 in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state highway contract #1146.

We are today forwarding a copy of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

FW

December 26, 1930

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are sending you herewith a copy of the notice of claim of the International Harvester Company of America for materials furnished the J. W. Feak Construction Company in the sum of $164.29 for use in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state highway contract #1146.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

FW
Inc.
cc J. W. Feak Construction Company
504 Puyallup Avenue
Tacoma, Washington

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 27, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Bartlett Cole, Attorney, Portland, Oregon, and filed as of this date a notice of claim by the International Harvester Company of America for materials furnished in the sum of $164.29 against the bond taken from J. W. Feak Construction Company as principal, and Union Indemnity Company as surety, for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant County, contract #1146, project #1236.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION AND STATE OF OREGON

NOTICE is hereby given that the undersigned, International Harvester Company of America has a claim for material consisting of truck parts for the incidental repairs to certain trucks employed in the work hereinafter described and which material was furnished to J. W. Feak Construction Company for the prosecution of the work hereinafter described and used therein, in the sum of One Hundred and sixty-four and 29/100 ($164.29) Dollars against the bond taken from the J. W. Feak Construction Company composed of J. W. Feak, H. R. Lohler, and R. W. Shaffer, as principals, and Union Indemnity Company, as surety, for the construction of the east and west units of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, being contract number 1146, project number 1236.

INTERNATIONAL HARVESTER COMPANY OF AMERICA

By H. M. MERCER
Manager of the Motor Truck Branch
for Oregon

Endorsed: File No. 877
Filed December 27, 1930
HAL E. HOSS,
Secretary of State

#1216

Wheeler Co

PR 134D

December 29, 1930

Federal Surety Company of Iowa,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1216 for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County east of Mitchell has been completed by thecontractors, Kuckenberg-Wittman Company, and that final settlement will be made by the State Highway Commission with said contractors for work done under said contract on or after January 7th, 1930.

The State has been advised of a number of claims against this contract, all of which you also have been advised. The State assumes no responsibility for any claims which have been filed or any which may be files in the future.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract and which will include the above final payment will be $14,840.10.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dist. by J. McFarland.

#1146
358J
PR134D

December 26, 1930

W. L. Cooper
Attorney at Law
Chamber of Commerce Bldg.
Portland, Oregon

Dear Sir:

Replying to your letter of the 24th instant, wish to say that the contract of the J. W. Feak Construction Company to which you refer is state highway contract #1146 for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

In connection with this contract the J. W. Feak Construction Company were required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against this project. This bond is offered for the protection of the claim of Craswell and McIntyre.

We would suggest that you take the matter of this claim up with the surety on this bond, which, we might add, was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are local agents with offices in the Failing Building, Portland. If no satisfaction is secured by so doing then Craswell and McIntyre still have recourse to action in the courts and should file notice of their claim with the Secretary of State in conformance with the provisions of the Oregon Statutes.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

December 26, 1930

Union Indemnity Company
Irving L. Webster Co. Inc.,Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you,as surety on the bond furnished by the J. W. Feak Construction Company in connection with its contract for the Construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway,that we have today received information from Mr. W. L. Cooper, Attorney of Portland, Oregon, to the effect that Craswell and McIntyre have a claim against this company in the sum of $142.45 which they have been unable to collect.

This information is given you in conformance with our usual pracitce.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

W. L. COOPER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

December 24, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Craswell and McIntyre did some work for J. W. Feak Construction Company, Kimberly, Oregon. They began work in April 1930 and continued to work until some time in August. They have not been paid all their money as there is still due them $142.45.

I wrote to Feak Construction Company September 9th but they have not answered the letter. I want to know if there is any chance for these workmen to get their money on this job. I do not know the name of the job, but I suppose you have the record of it there and can give me the information.

Yours truly,

W L Cooper

WLC
AKC

ANSWERED
H. B. G.

#1216

PR134D

December 26, 1930

Federal Surety Company of Iowa
Fred A. Schlick, Agent
Corbett Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received notice of another claim against Kuckenberg-Wittman Co. Inc. in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County.

This claim is that of L. E. Shelley, who conducts a garage business in Condon and is for labor, materials, and supplies furnished Kuckenberg-Wittman Co. Inc. for use in connection with the above mentioned contract. This claim is in the sum of $38.33. In addition to the claim of Mr. Shelley there is included in this total the claim of Mercer, Brockman Chevrolet Company who also operate a garage business in Condon, which claim has been assigned to Mr. Shelley. The amount of the claim is $9.07.

This information is given you as you appear as surety on the bond furnished by Kuckenberg-Wittman Co. Inc. in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc Kuckenberg-Wittman Co. Inc.
226 Board of Trade Building
Portland, Oregon

December 26, 1930

Mr. J. D. Weed, Lawyer
Condon, Oregon

Dear Sir:

This will acknowledge receipt of your letter of the 23rd instant inclosing the claim of L. C. Shelley against Kuckenberg-Wittman Company Inc., the same being in the sum of $48.25 for supplies furnished this company in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway east of Mitchell in Wheeler County.

We are placing your claim on file. We presume that you have filed an original of this claim with the Secretary of State in conformance with the provisions of the Oregon Statutes.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

UNITED STATES
COMMISSIONER

ABSTRACTS MADE TO
GILLIAM COUNTY LAND

J. D. WEED
LAWYER

CONDON, OREGON

Dec. 23, 1930

RECEIVED
DEC 24
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H.B.Glaisyer

I am enclosing herewith claim of L. E. Shelley vs Kickenberg-Wittman Co. Inc, a Corporation and Federal Surety Company of Iowa in the amount of $48.23 and would appreciate it if you will file the same.

Yours very truly,

J. D. Weed

JDW:VG
1 inc.

ANSWERED
H. B. G.

UNITED STATES
COMMISSIONER

ABSTRACTS MADE TO
GILLIAM COUNTY LAND

J. D. WEED
LAWYER

CONDON, OREGON

Dec. 23, 1930

[illegible]
DEC 24
OREGON
[illegible] HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H.B.Glaisyer

I am enclosing herewith claim of L. E. Shelley vs Kickenberg-Wittman Co. Inc, a Corporation and Federal Surety Company of Iowa in the amount of $48.23 and would appreciate it if you will file the same.

Yours very truly,

J. D. Weed

JDW: VG
1 inc.

ANSWERED
H. B. G.

L. E. Shelley

Claimant)

vs)

Kuckenberg-Wittman Co., Inc.)
a Corporation, and Federal)
Surety Company of Iowa.)

Defendants)

-)

NOTICE OF CLAIM

38.53
9.70
48.23
Total

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon. Hal. E. Hoss, Secretary of State, Salem, Oregon.

Notice is hereby given that the undersigned, L. E. Shelley, conducting a garage business in Condon, Gilliam County, Oregon, has a claim for labor, materials, supplies and merchandise sold and delivered to Kuckenberg-Wittman Company, the contractors for improvement and repair work on concrete bridge over Rock Creek, approximately 28 miles East of Mitchell, on the Ochoco Highway, in Wheeler County, Oregon, being bridge No. 1469 and contract entered into July 24, 1930, which contract is between said Company and the State Highway Commission of Oregon; that the said labor, materials, supplies and merchandise was sold and delivered to the said Kuckenberg-Wittman Company on and between the 7th day of August, 1930, and the 1st day of October, 1930, and is more particularly set out as follows:

Aug. 7, 1930	2 tubes 32x6	By G.C.Dixon	13.05
	1 used tire	" C	2.50
" 31, "	2 lbs. Grease	By H.A.Kuckenberg	.50
Sep. 9	15½ ft.#62 Cast Chain	By Chas.Kramer	3.70
	5 ft 9" cold rolled steel	" "	3.15
	4 #533HT Sprockets @ 1.25	" "	5.00
" 30 "	4 ¼" Zerks @ .21	" "	.84
	2 qts. #7 Zeroline	" "	.50
	Pipe fittings	" "	.40
	6 lbs grease in differential	" "	1.50
	3¾ hrs. labor at universal and generator	" "	5.60
Oct. 1 "	7 gals. gas	By L.W.Kuckenberg	1.79
	Balance of Acct.		38.53

Notice is also given that the Mercer, Brockman Chevrolet Company, a Corporation, operating a garage business in Condon, Gilliam County, Oregon, sold and delivered to Kuckenberg-Wittman Company, contractors, for improvements and repair work on concrete bridge over Rock Creek, approximately 28 miles East of Mitchell, on the Ochoco Highway, in Wheeler County, Oregon, being bridge No. 1469 and contract entered into July 24, 1930, which contract is between said Company and the State Highway Commission of the State of Oregon and that prior to the date of this claim the Mercer, Brockman Chevrolet Company, a Corporation assigned to the claimant herein said claim and that L. E. Shelley, the claimant herein, has a claim for said labor, materials, merchandise and supplies by virtue thereof.

That said labor, supplies and merchandise was sold and delivered to the said Kuckenberg-Wittman Company on and between the 22nd day of

August, 1930 and the 30th day of October, 1930 and is more particularly described as follows:

Aug. 22, 1930	labor	.75
Sep. 7, "	labor 1.50, grease 1.00	2.50
" 8, "	labor 1.25, acc. 1.00	2.25
" 25, "	labor on brakes	1.00
Oct. 24, "	Gas 1.25, labor .25	1.50
" 30, "	Grease 1.25, acc .45	1.70
	Total	9.70

That said labor, materials supplies and merchandise was furnished and delivered to said contractors between said dates, and that the itemized statements of the same were delivered to the said Kuckenberg-Wittman Company from time to time as the same was furnished and delivered, and that the same was delivered and furnished upon the Order of said Contractors, at the prices agreed upon as set out in said itemized accounts heretofore shown, and that the same was furnished and delivered to said Company and was used and expended by said Kuckenberg-Wittman Company in the prosecution of said contract heretofore described.

That no part of said sum of $38.53 and the sum of $9.70 has ever been paid although claimant has demanded a payment for said accounts of labor, materials, supplies and merchandise sold and delivered to said Kuckenberg-Wittman Company, the purchasors thereof and that there is interest due on the $38.53 from the 1st day of October, 1930, and on the $9.70 account from the 30th day of October, 1930, at the rate of six per cent per annum.

This is to notify you and all others whom it mqy concern that said claimant, in the name of the State of Oregon, intends to hold the principals and surety on the bond given on said contract which bond is dated the 30th day of July, 1930, for the sum of Fifteen Thousand, Two Hundred Forty and no/100 ($15,240.00) Dollars, and wherein Kuckenberg-Wittman Company, as principal and the Federal Surety Company of Iowa is surety and to the State of Oregon acting through said Highway Commission, for said sum of $38.53 and interest thereon at the rate of six per cent per annum from the 1st day of October, 1930, until paid and the further sum of $9.70 with interest thereon at the rate of six per cent per annum from the 30th day of October, 1930, until paid and for costs and attorney fees as allowed by Section 6719 Oregon Laws as amended by Chapter 342 Laws of Oregon for the year 1921.

L. E. Shelley

STATE OF OREGON (
: ss
County of Gilliam)

I, L. E. Shelley, being first duly sworn depose and say that I am claimant in the foregoing Notice of Claim; I have read the foregoing claim, know the contents thereof and the same is true as I verily believe.

L. E. Shelley

Subscribed and sworn to before me this 23rd day of December, 1930.

J. D. Reed
Notary Public for Oregon
My commission expires June 12, 1932.

#1146

FR134D

December 24, 1930

Mr. Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 20th instant inclosing three copies of the notice of claim of Marshall-Wells Company against the J. W. Peak Construction Co., being a claim in the sum of $2,060.72 for merchandise and materials furnished this construction company for the work of grading on the Burnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding copies of this notice to the contractor and surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

December 24, 1930

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a copy of the notice of claim of the Marshall-Wells Company against the J. W. Feak Construction Co., being a claim in the sum of $2,060.72 for merchandise and materials furnished this construction company for the work of grading on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

E. Hoss
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 20, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Merwin Rankin, Attorney, Portland, Oregon, and filed as of this date a notice of claim by Marshall-Wells Company for merchandise and materials furnished in the sum of $2,060.72 against the bond taken from the J. W. Feak Construction Co. principal, and Union Indemnity Company, surety, for the work of grading on the Barnhouse Ranch-Picture Gorge Sections of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal of the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

CLAIM FOR GOODS, WARES AND MERCHANDISE SUPPLIED

BONDED CONTRACTOR ON PUBLIC WORK.

IN THE MATTER OF THE CLAIM OF
MARSHALL-WELLS COMPANY, a
corporation,

Against,

J. W. FEAK, H. R. LOHRER, and
R. W. SHAFFER, co-partners, doing
business as the J. W. Feak Construction Co., a co-partnership;
the J. W. FEAK CONSTRUCTION CO.,
a corporation, and THE UNION
INDEMNITY COMPANY, a Louisiana
corporation, Surety,

STATE HIGHWAY CONTRACT
NO. 1146 - BARNHOUSE RANCH-
PICTURE GORGE SECTION OF
THE OCHOCO HIGHWAY IN
WHEELER AND GRANT COUNTIES.

To the Honorable HAL E. HOSS, Secretary of State; the Honorable H. B. Van Duzer, C. E. Gates and M. A. Lynch, Oregon State Highway Commission, Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, MARSHALL-WELLS COMPANY, a corporation, has a claim for goods, wares and merchandise and materials in the sum of $2066.72 against the bond taken from J. W. Feak, H. R. Lohrer, and R. W. Shaffer, co-partners under the firm name and style of the J. W. Feak Construction Co., the J. W. Feak Construction Co., a corporation, and Union Indemnity Company, a corporation, as surety for the work described as the State Highway contract No. 1146 consisting of the grading of one or both of the Barnhouse Ranch-Picture Gorge Sections of the Ochoco Highway in Wheeler and Grant Counties.

The two units here mentioned will hereinafter be referred to as the West Unit of the Barnhouse Ranch-Picture Gorge Section and the East Unit of the Barnhouse Ranch-Picture Gorge Section. The West Unit is 6.9 miles in length and extends from Station 1185 + 19.3 equals 1181 + 02.9 (about 22 miles east of Mitchell), to Station 1545 + 00. The East Unit is 3.1 miles in length and extends from Station 1545 + 00 to Station 1705 + 82.8, which station is at the point of junction of the Ochoco Highway with the John Day Highway about seven miles north of Dayville.

MARSHALL-WELLS COMPANY

BY W. H. McVAY
Assistant-Treasurer.

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS.

I, W. H. McVay, being first duly sworn, depose and say; that I am Assistant-Treasurer of Marshall-Wells Company, a corporation; that the foregoing claim is true as I verily believe.

W. H. McVAY

(SEAL)
Subscribed and sworn to before me this 19th day of December, 1930.

MERWIN RANKIN
Notary Public for Oregon. My Commission expires Oct. 1-'32.

Claim of Marshall-Wells Company against J. W. Feak Construction Co., et al

Endorsed: File No. 873
Filed December 20, 1930
HAL E. HOSS, Secretary of State.

#1146

PR 1340

December 24, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 22nd instant in which you inclose three copies of the notice of claim of the Wilkeson Tire & Battery Service Inc. against the J. W. Fenk Construction Company for materials furnished in the sum of $721.25 in connection with the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, state highway contract #1146.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

December 24, 1930

Union Indemnity Company
Irving L. Webster Co. Inc., Agent
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a copy of the notice of Wilkeson Tire & BatteryService Inc. against the J. W. Feak Construction Company for materials furnished in the sum of $721.86 in connection with the contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, state contract #1148.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 22, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Mr. MacCormac Snow, Attorney at Law, Portland, Oregon, and filed as of this date a notice of claim by Wilkeson Tire & Battery Service Inc. for materials furnished in the sum of $721.25 against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, for work of the State Highway Commission known as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, State Contract No. 1146.

We are enclosing herewith a copy of the notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal of the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

K :HM

By Edith Libby

To the Secretary of State, State of Oregon, Salem, Oregon, and

To the State Highway Commission of the State of Oregon, Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned Wilkesons Tire & Battery Service Inc. has a claim for materials furnished J. W. Feak Construction Company in the sum of $72.25 against the bond taken from the said J. W. Feak Construction Company as principal and Union Indemnity Company as surety, for that certain public work of the State Highway Commission of the State of Oregon, known as the Barnhouse Ranch Picture Gorge Section of the Ochoco Highway in the Wheeler and Grant Counties of the State of Oregon, being projects number 1236 and 1146 of the State Highway Commission of Oregon, under contracts numbered 1146 of the said State Highway Commission, the exact nature of said public work being more fully described in said contracts, to which reference is hereby made.

A description of the materials furnished for said work, being "India" tires, tubes and repair materials, together with the amounts and reasonable values of the same, is attached to this notice and is made a part hereof.

IN WITNESS WHEREOF, the said Wilkesons Tire & Battery Service Inc. has caused these presents to be duly executed at Tacoma, Washington, this 15th day of December, 1930.

WILKESONS TIRE & BATTERY SERVICE INC.

By T. E. CHENEY
President.

Attest:

L. E. WILKESON
Secretary.

(SEAL)

Endorsed: File No. 875
Filed December 22, 1930
HAL E. HOSS,
Secretary of State.

August 8, 1930			
2	750-20 H. S. truck balloon tires	$76.94	
1	525-20 Red Tube	1.97	
2	450-21 Red tube	3.00	
5	450-21 super service tires	71.72	
5	450-21 Blue tubes	10.04	
1	450-21 Regular tire	7.45	
4	450-21 Heavy service tires	39.12	
4	450-21 Red tubes	5.98	
2	525-20 Heavy service tires	25.26	
6	600-20 Heavy service truck tires	98.33	
6	600-20 Heavy service truck tubes	20.39	
1	schaler vulcanizer	.50	
12	Round valcanizing patches	.90	
6	6" Boots	4.50	$366.08
August 18, 1930			
4	650-20 Heavy service tires	$72.12	
4	650-20 Red tubes	11.68	
2	450-21 Super service tires	28.69	112.49
September 2, 1930			
4	34x7 Heavy service truck tires	205.44	
4	34x7 Truck tubes	25.82	231.26
September 10, 1930			
1	30x3½ D.O.S. Cl. tire	6.70	
2	30x3½ " Red tubes	2.62	
6	3½ Boots	2.10	11.42
November 18, 1930	Total		$721.25

(SEAL)

Endorsed: File No. 875
Filed December 22, 1930
HAL E. HOSS,
Secretary of State.

Form 39—E-18160—1500—9-30.

PR 1346

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 20, 1930

Job name [illegible] Ck-Picture Gorge

Week from 15 to 20

Mail address Dayville

Telegraph or telephone address "

Highway Ochoco

Express and freight address "

County Wheeler Job prefix 3 E Pt

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.: This job is completed except for a little cleaning up and spreading of about [illegible]

Will finish every thing Sunday or monday

(See back of this sheet for instructions and detailed information.)

Signed J. E. Beck

Title Res Engr

#1146

GRADING CON RU ON

Total miles of grading in project 10.0

Miles completed 10.0

Miles completed except finishing 0

Total cubic yards in project 230000

Cubic yards moved to date 220000

Miles covered by contractor's forces 10.0

Miles cross-sectioned 10.0

Miles cross-sections completed and checked 9 1/2

Miles to be remeasured 1/2

Number men in Engineering Party 3

Contractor's average force for week 33 *men,*

3 *teams,* 1 *steam shovels*

4 Trucks

Grading work will be completed about Dec 23-1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1216

#1146

PR 1342

December 19, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 18th instant inclosing three copies of the notice of claim of the Union Oil Company of California against the J. W. Peck Construction Company for petroleum products furnished them in the sum of $275.05 which were used in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state contract no. 1146.

We are today forwarding copies of this notice to the contractor and the surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

December 19, 1936

Union Indemnity Company
Irving L. Wester Co. Agents
Failing Building
Portland, Oregon

Gentlemen:

We are sending to you herewith, at the request of the Secretary of State, notice of the claim of the Union Oil Company of California against the J. W. Peak Construction for petroleum products furnished them in the sum of $273.05 which were used in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state highway contract #1146.

This information is given you as appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 18, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received and filed as of this date a supplemental notice of claim by the Union Oil Company of California for petroleum products furnished in the sum of $273.05 against the bond taken from the Feak Construction Company in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State constrct No. 1146.

We are enclosing herewith a copy of this supplemental notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the contract covering the bond and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State

By Edith Libby

HM
encs.

Portland, Oregon - December 16th, 1930.

TO THE STATE OF OREGON

ATTEN: STATE HIGHWAY DEPARTMENT

NOTICE IS HEREBY GIVEN that the undersigned, UNION OIL COMPANY OF CALIFORNIA, a corporation, has a claim for gasoline, oil, and other materials furnished, in the sum of Two Hundred Seventy-three and 05/100 ($273.05), against the bond taken from FEAK CONSTRUCTION COMPANY and/or J. W. FEAK, H. R. LOHRER, and R. W. SHAFFER, a co-partnership, and each of them, as principals, and the UNION INDEMNITY COMPANY, as surety, for the work of that certain contract entered into by and between the STATE OF OREGON and the FEAK CONSTRUCTION COMPANY and/or said partnership, known as Contract No. 1146 of the State Highway Department, covering grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway , in Wheeler and Grant Counties, Oregon.

UNION OIL COMPANY OF CALIFORNIA,
a corporation,

BY G. W. SCHATTNER

Endorsed: File No. 849
Filed December 18, 1930.
HAL E. HOSS,
Secretary of State.

#1216
Wheeler Co

PR134D

December 18, 1930

Mr. L. E. Shelley
% Shelley's Garage
Condon, Oregon

Dear Sir:

In response to your request of the 16th instant we hand to you herewith a certified copy of the contract awarded by the State Highway Commission to Kuckenberg-Wittman Co. Inc. for the construction of a bridge over Rock Creek on the Ochoco Highway near Mitchell.

This copy is sent to you since it appears from your affidavit that Kuckenberg-Wittman Co. Inc. are indebted to you in the sum of $58.53 for supplies furnished by you to this company in connection with the above contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

December 18, 1930

Federal Surety Company of Iowa
Fred A. Schlick Co. Agents
Corbett Building
Portland, Oregon

Gentlemen:

This is to notify you, as surety on the bond furnished by Kuckenberg-Wittman Co. Inc. on the contract awarded to them for the construction of a bridge over Rock Creek on the Ochoco Highway, that we have today received notice of a claim against this company in the sum of $36.85 for supplies furnished by the Shelley's Garage of Condon, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

FW
cc Kuckenberg-Wittman Co. Inc.
226 Board of Trade Building
Portland, Oregon

Condon, Oregon
Dec. 16, 1930

Mr. Roy A. Klien, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I, L. E. Shelley, owner and manager of Shelley's Garage, Condon, Oregon, do hereby make application for a certified copy of a contract and bond for the construction or repair of bridges or other work on the John Day Highway, said contract being with the State of Oregon Highway Commission and Kuckenberg-Whittman Company

L. E. Shelley

STATE OF OREGON)
: ss
County of Gilliam (

I, L. E. Shelley, being first duly sworn depose and say that on and between the 7th day of August, 1930, and the 1st day of October, 1930, I furnished to Kuckenberg-Wittman Company material, labor, supplies and merchandise which was used and expended in the prosecution and construction of the repairs on the John Day Highway in Grant and Wheeler Counties, Oregon, said improvements being done and constructed by the Kuckenberg-Wittman Company, Contractors; that the amount of my claim is the sum of $38.53 which is the price agreed upon by myself and the Kuckenberg-Wittman Company for the labor, material, merchandise and supplies so sold and delivered, and that no part of said sum of $38.53 has been paid, although demanded and that there are no off-sets or counter claims to the same to my knowledge and that said sum is justly due me.

I further state that on and between the 22nd day of August, 1930, and the 6th day of October, 1930, Mercer & Brockman Chevrolet Co., a Corporation, of Condon, Oregon, furnished to Kuckenberg-Wittman Company, labor, material and merchandise which was used and expended in the prosecution and construction of the improvements or repairs of the John Day Highway in Grant and Wheeler Counties, Oregon and that the amount of said claim is $9.70 which is the price agreed upon by the said Mercer & Brockman Chevrolet Co., a Corporation and the Kuckenberg-Wittman Company, contractors, for said labor, material, merchandise and supplies so sold and delivered and that no part of the said sum of $9.70 has been paid although demanded and that there are no off-sets or counter claims to the same to my knowledge and that said sum is justly due and that on the 16th day of December, 1930, said account was assigned to me for the purpose of collection and that I am now the owner

Condon, Oregon
Dec. 16, 1930

Mr. Roy A. Klien, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I, L. E. Shelley, owner and manager of Shelley's Garage, Condon, Oregon, do hereby make application for a certified copy of a contract and bond for the construction or repair of bridges or other and holder thereof for said purpose.

That I request you to mail me at Condon, Oregon, copy of the contract bond furnished by the Hackenberg-Wittman Company to the State of Oregon in connection with said contract.

L. E. Shelley

Subscribed and sworn to before me this 16th day of December, 1930

J. D. Reed
Notary Public for Oregon
My commission expires June 12, 1932.

ANSWERED
H. B. G.

H. B. Glaisyer
Secretary

HBG:W
Enc.

cc [illegible]

#1146

PR 134a

December 18, 1930

Bartlett Cole
1024 Board of Trade Building
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 16th instant in which you inclose an affidavit of the claim of the International Harvester Company of America against the J. W. Peak Construction Company.

Responding to your request we hand to you herewith a certified copy of the contract and bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

December 18, 1930

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you as surety on the bond furnished by the J. W. Feak Construction Company that we have today received information from Mr. Bartlett Cole of Portland Oregon, to the affect that the J. W. Feak Construction Company are indebted to the International Harvester Company of America in the sum of $ $464.29 for materials furnished this company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

Law Offices of
Bartlett Cole
1024 Board of Trade Building
Portland, Oregon

[illegible] 1930

December 16, 1930

State Highway Commission
Salem, Oregon

Dear Sir: Re: J.W.Feak Construction Co.

I enclose you herewith Affidavit of Claim of International Harvester Company of America in the above matter.

Please send me a copy of the contract and bond under which the work is being done.

Yours very truly,

Bartlett Cole

BC:A
Enc.-1

ANSWERED
H. B. G.

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

AFFIDAVIT OF CLAIM
OF INTERNATIONAL HARVESTER COMPANY OF AMERICA -v- J. W. FEAK CONSTRUCTION COMPANY.

I, H. M. Mercer, being first duly sworn, say that I am the manager of the Truck Department of the International Harvester Company of America for the State of Oregon. That between the dates of March 10th, 1930 and August 9th, 1930, inclusive, that said International Harvester Company sold, delivered, furnished and supplied to the J. W. Feak Construction Company certain materials for the prosecution of the following work and contract, namely:

State Highway Contract #1146, for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon. Said J. W. Feak Construction Company having entered into a contract with the Oregon State Highway Commission for the prosecution of said work and on which contract the Union Indemnity Company is surety.

This affidavit is made for the purpose of securing a certified copy of the above described contract and bond. The amount and value of the above described material is the sum of four hundred sixty-four and 29/100 ($464.29) dollars, and no part thereof has ever been paid except the sum of three hundred and no/100 ($300.00) dollars, leaving a balance due of one hundred sixty-four and 29/100 ($164.29) dollars.

STATE OF OREGON }

AFFIDAVIT OF CLAIM
OF INTERNATIONAL HARVESTER COMPANY OF

C. J. M. Meyers

Subscribed and sworn to before me this 13 day of December, 1930.

Freda Thompson
Notary Public for Oregon

My commission expires Sept 21 1934

Page

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the grading of the Barnhouse Ochoco Highway in Wheeler and Grant Counties, Oregon, say that this is State Highway Contract #1146.

The bond was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are agents with offices in the Failing Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

PR134D

December 18, 1930

MacCormac Snow
Attorney at Law
Platt Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 16th instant concerning the contract awarded to the J. W. Fenk Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, wish to say that this is State Highway Contract #1146.

The bond was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. are agents with offices in the Failing Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

MACCORMAC SNOW
ATTORNEY AT LAW
PLATT BUILDING
PORTLAND, OREGON

December 16, 1930

State Highway Commission
Salem
Oregon

DEC 17 1930

Gentlemen:

In order that I may send you a notice of claim against a bonding company, please advise the name of the surety company for J. W. Feak Construction Company on the Barnhouse Ranch Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, being projects 1236 and 1146, together with the contract and bond numbers attached to these projects.

Yours very truly,

MacCormac Snow

MS:P

ANSWERED
H. B. G.

PR134D

December 18, 1930

Adolph M. Schwarz
Dexter Horton Building
Seattle, Washington

Dear Sir:

Replying to your inquiry of the 10th instant directed to the Secretary of State, Salem, Oregon, concerning the J. W. Peak Construction Company, have to advise that the contract to which you refer is state highway contract #1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

In connection with this contract the J. W. Peak Construction Company furnished a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Irving L. Webster Co. Inc. is the local agent, with offices in the Failing Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

...lph M. Schwarz

COMMERCIAL COLLECTIONS EVERYWHERE

BOSTON

BENJAMIN B. COLE
MANAGER

DEXTER HORTON BUILDING
MAIN 2751

SEATTLE

LOS ANGELES
BIRMINGHAM
BUFFALO
CHICAGO

EXECUTIVE OFFICE
340 RIVERSIDE DRIVE
NEW YORK

12-16-30

20138

Secretary of State
Salem Ore.

Dear Sir: Re Pacific Equipment Corp
vs J W Feak Construction Co

We believe that the J W Feak Construction Co have some sort of road contract. We will appreciate your advising us number and title, as we desire to file a lien. I believe these people have their headquarters at Dayville Ore.

Thanking you to refer this to the proper department, I am

ANSWERED
H. B. G.

Yours truly,

ADOLPH M SCHWARZ

BBC/AH

Respectfully referred to the State Highway Commission.
HAL E. HOSS, Secretary of State.

By

H. B. Glaisyer
Secretary

FW

#1216
35PJ-1

PR1348

December 17, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 15th instant in which you inclose three certified copies of the notice of claim of John MacDonald against Kuckenberg-Wittman Company Inc., being for labor furnished in the sum of $174.25 in connection with the contract awarded to Kuckenberg-Wittman Company Inc. for the construction of a bridge over Rock Creek, contract 1216.

We are today forwarding copies of this notice to the contractor and the surety on his bond. We are also informing Mr. Hendricks the name of the Attorney in Fact in connection with the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

FW

December 17, 1930

H. H. & Carl Hendricks
Attorneys at Law
Fossil, Oregon

Attention: Carl Hendricks

Gentlemen:

We have today received a copy of your letter to the Secretary of State in which you set forth the claim of John MacDonald aginst Zuckenberg-Wittman Co. Inc. and ask that you be informed as to who the attorney in fact is in connection with the bond furnished in this instance. The Bonding company in this instance is the Federal Surety Company of Iowa for whom Fred A. Schlick Company is the local agent with offices in the Corbett Building, Portland, Oregon. Mr. Fred A. Schlick signed as Attorney in Fact for this bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

FW

December 17, 1930

Federal Surety Company of Iowa
Fred A. Schlick Company, Agent
Corbett Building
Portland, Oregon

Gentlemen:

We are handing to you herewith, at the request of the Secretary of State, a copy of the notice of claim of John MacDonald against Kuckenberg-Wittman Company Inc., being for labor furnished in the sum of $174.25 in connection with the contract awarded to Kuckenberg-Wittman Company Inc. for the construction of a bridge over Rock Creek.

This information is given you as you appear as surety on the bond furnished by the contractors in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

[illegible]
Inc.

cc Kuckenberg-Wittman Company Inc.
226 Board of Trade Building
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

[illegible] 1930
[illegible]
[illegible] COMMISSION

December 15, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from H. H. and Carl Hendricks, Attorneys, Fossil, Oregon, and filed as of this date a notice of claim by John MacDonald for labor furnished in the sum of $174.25 against the bond taken from Kuckenberg-Wittman Co. Inc. principal, and Federal Surety Company of Iowa, surety, in connection with the construction of a bridge across Rock Creek, contract #1469.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a copy of the letter from Messrs. H. H. & Carl Hendricks requesting information as to the attorney in fact.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

EL:HM
encs.

Fed u Schlick Co
Corbett Bldg

H. H. & Carl Hendricks
Attorneys-at-law
Fossil, Oregon

COPY

January 10, 1930

Hon. Hal. E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:-

Enclosed please find claim of John MacDonald against Kieckenbert Wittman Co.Inc. and the Federal Surety Company, of Iowa, an Iowa Corporation, in connection with the contract for construction of bridge acorss Rock Creek, bridge contract No. 1469, Ochoco Highway, in Wheeler County, Oregon. Please file this calim and notify us the date of the filing of the same. Also please inform us who the attorney in fact for the purpose of serving with summons is, of the Federal Surety Company of Iowa., so that we will know who to serve in order to get the proper service on said Corporation.

Very Truly Yours

H. H & Carl Hendricks

BY CARL HENDRICKS

* *

John MacDonald, Claimant

VS

Kieckenbert Wittman Co. Inc.,
a corporation, and Federal Surety
Company, of Iowa, an Iowa Corporation,
- - - - - - - - - - - - - - - Defendants

NOTICE OF CLAIM

* *

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON

HON HAL E. HOSS, SECRETARY OF STATE, SALEM, OREGON.

Notice is hereby given, that the undersigned John MacDonald of Wheeler County, Oregon, has a claim for work and labor rendered and performed in the construction of Bridge No. 1469, on the Ochoco Highway, in Wheeler County, Oregon, over Rock Creek, on the Barnhouse Ranch Picture Gorge, Section of the Ochoco Highway, in Wheeler County, Oregon, , which bridge Construction is under Bridge Contract No 1469, between Kuckenberg-Wittman Co. Inc., contractor, and the State Highway Commission of the State of Oregon. That said work and labor was performed by said claimant at the special instance and request of G. C. DIXON, which said G. C. DIXON claimant alleges and believes to be a sub-contractor under said Kuckenberg-Wittman Co. Inc., who as agent of said contractor contracted said labor, Said Claimant claims and alleges that said G. C. DIXON the sub-contractor and agent of said Kuckenberg-Wittman Co. Inc. hired said John MacDonald or or about the 4th day of September, 1930 to perform work and labor on said bridge, for and at the agreed wage of $4.00 per day, of 8 hours, and that on said date and thereafter said claimant performed work and labor in the construction of said bridge, and also at the special instance and request of said Sub-contractor and agent of said contractor, performed labor in excess of eight hours per day, and is entitled to received for such excess or overtime the sum of $2.00 per hour as provided in said Contract between said defendant Kieckenbert Wittman Co. Inc. and the State Highway Commission, at page 9 Section 5, of said Contract and as provided by Section 6721, Oregon Laws, and that the date, time, and amount of said work and labor is more specifically set out as follows:

September	4, 1930,	10 hours work,	8 hours at 50¢	$4.00	2 hrs at $1.	$2.00
September	5, 1930	10 hrs. work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
Sep.	6, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
September	7, 1930	8 hrs. work	at 50¢	$4.00		
September	8, 1930	9 hros work,	8 hrs at 50¢	$4.00	1 hr. at $1.	$1.00
September	9, 1930	10 hrs. work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
September	10, 1930	9 hrs. work	8 hrs at 50¢	$4.00	1 hrs at $1.	$1.00
September	11, 1930	8 hrs. work	at 50¢	$4.00		
September	19, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
September	20, 1930	9½ hrs work	8 hrs at 50¢	$4.00	1½hrs at $1.	$1.50
September	21, 1930	5½ hrs. work	at 50¢	$2.75		
September	22, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1	$2.00
September	23 , 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1	$2.00
September	24, 1930	9½ hrs. work	8 hrs at 50¢	$4.00	1½ hrs at$1.	$1.50
September	25, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
September	26, 1930	10 hrs. work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
September	27, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
October	2, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
October	3, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
October	4, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
October 5	, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
October	6, 1930	10 hrs work	8 hrs at 50¢	$4.00	2 hrs at $1.	$2.00
				86.75		35.00

Forward

		forward	86.75	forward	35.00
October 7, 1930,	9 hrs. work,	8 hrs at 50¢ hr.	$4.00,	1 hr. at $1.00	$1.00
October 8, 1930,	10 hrs work,	8 hrs at 50¢ hr	$4.00,	2 hr at $1.	$2.00
October 9, 1930	10 hrs work,	8 hrs at 50¢ hr	$4.00	2 hr. at $1.	2.00
October 10, 1930	9½ hrs work	8 hrs at 50¢ hr	$4.00	1½hr at $1	$1.50
October 11,1930	10 hrs work	8 hrs at 50¢ hr	$4.00	2 hrs at $1.	2.00
October 12,1930	10 hrs work	8 hrs at 50¢ hr.	$4.00	2 hrs at $1.	2.00
October 13, 1930	10 hrs work	8 hrs at 50¢ hr	$4.00	2 hrs at $1.	2.00
October 14, 1930	4 hrs work	at 50¢ hr	$2.00		
October 18, 1930	4 hrs work	at 50¢ hr	$2.00		
October 19, 1930	8 hrs work	8 hrs at 50¢ hr	$4.00		
October 20, 1930	8 hrs work	8 hrs at 50¢ hrs	$4.00		
	Total		126.75	total	$47.50

Total due for work and labor, including overtime $174.25

That said work and labor was performed as in said itemized account above indicated, and all of said work and labor was performed in the construction of said bridge, and at the usual and customary price for the same and at the price agreed upon, and that no part of said sum of $172.25 has been paid me although demanded., and that there is interest due thereon at the rate of 6% per annum from the 20 th day of October, 1930 at the rate of 6% per annum., and that there are no offsets or counterclaims to the same to my knowledge.

THIS IS TO NOTIFY YOU, and all others whom it may concern that the said Claimant in the name of the State of Oregon intends to hold the principal and surety on the bond given on said contract, which bond is dated the 30th day of July, 1930, for the sum of Fifteen Thousand Two Hundred forty Dollars, and wherein Kuckenberg-Wittman Co. Inc. as Principal and the Federal Surety Company of Iowa, is surety and to the State of Oregon, acting through the State Highway Commission, for the sum of $174.25, and interest thereon at the rate of 6% per annum from the 20th day of October, 1930, and costs and attorney fees, as provided by Section 6719, Oregon Laws as amended by Chapter 342 General Laws of Oregon for the year, 1921.

JOHN MAC DONALD
Claimant

STATE OF OREGON
County of Wheeler--SS

I, John MacDonald, first being duly sworn depose and say: I am the claimant herein, I have read the foregoing claim and know the contents thereof and the same is true as I verily believe.

JOHN MAC DONALD

Subscribed and sworn to before me this 10 day of December, 1930

CARL HENDRICKS
Notary Public for Oregon
MY commission expires Sep. 9, 1933

(SEAL)

Endorsed: File No.872
Filed December 15, 1930
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by John MacDonald for labor performed in the sum of $174.25 together with interest thereon at the rate of 6% per annum and costs and attorney fees, against the bond taken from Kuckenberg-Wittman Company, principal, and Federal Surety Company of Iowa, surety, in connection with the construction of a bridge across Rock Creek, on the Ochoco Highway in Wheeler County, Oregon, contract no. 1469, with the original notice of claim filed in the office of the Secretary of State on December 15, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15 day of December, A. D. 1930

Hal E. Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by John MacDonald for labor performed in the sum of $174.25 together with interest thereon at the rate of 6% per annum and costs and attorney fees, against the bond taken from Kuckenberg-Wittman Company, principal, and Federal Surety Company of Iowa, surety, in connection with the construction of a bridge across Rock Creek, on the Ochoco Highway in Wheeler County, Oregon, contract no. 1469, with the original notice of claim filed in the office of the Secretary of State on December 15, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15 day of December, A. D. 1930

Hal E. Hoss

Secretary of State

DEPUTY

#1146
358J
PR134D

December 16, 1930

Union Indemnity Company
Irving L. Webster Co. Inc. Agents
Failing Building
Portland, Oregon

Gentlemen:

We have received in todays mail another claim against the J. W. Feak Construction Company, being that of Marshall Wells Company for materials furnished the J. W. Feak Construction Company in the sum of $2,060.72 in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in connection with this work.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

December 16, 1930

Merwin Rankin
Attorney at Law
605 Title & Trust Building
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 15th instant inclosing the affidavit of Marshall Wells Company for a certified copy of the contract and bond covering the work being done by the J. W. Feak Construction Company on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon. In response to your request such certified copy of contract and bond is handed to you herewith.

Very truly yours

STATE HIGHWAY COMMISSION

By

H. B. Glaisyer
Secretary

HBG:W
Inc.

MERWIN RANKIN
ATTORNEY AT LAW
608 TITLE AND TRUST BUILDING
PORTLAND, OREGON

December 15, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewith is affidavit and application made by Marshall-Wells Company for certified copy of contract and bond of J. W. Feak Construction Company on State Highway Contract No. 1146 Barnhouse Ranch-Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties.

The bond and contract may be forwarded to my office.

Yours very truly,
Merwin Rankin

MR:ED
Encl-1.

ANSWERED
H. B. G.

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, C. K. WIGGINS, being first duly sworn, depose and say; that I am assistant credit manager of Marshall-Wells Company, a corporation; that Marshall-Wells Company furnished materials to J. W. Peak Construction Company for the prosecution of the work known as State Highway Contract No. 1146 consisting of the grading of one or both the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties. There is an unpaid balance of $2060.72 on account of such material furnished in connection with said work. Application is hereby made for a certified copy of the bond and contract under and pursuant to which the work was carried on.

C K Wiggins

Subscribed and sworn to before me this 15th day of December, 1930.

Mervin Rankin
Notary Public for Oregon.
My Commission expires
Oct-1-1932.

#1146

PR 134D

December 12, 1930

Union Indemnity Company
Irving L. Webster & Co. Agents
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a copy of the notice of claim of the Derbes Construction Company against the J. W. Peak Construction Company, being in the sum of $404.73 for materials and provision furnished the J. W. Peak Construction Company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, state highway contract #1146.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

SALEM

December 12, 1950

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 10th instant in which you inclose three certified copies of the notice of claim of the Derbon Construction Company against the J. W. Peak Construction Company, being in the sum of $404.73 for materials and provisions furnished the J. W. Peak Construction Company in connection with their contract for the construction of the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, contract no. 1146.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

ecretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 10, 1930

RECEIVED
DEC 12 1930
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Messrs. McMicken, Ramsey, Rupp, & Schweppe, 660-671 Colman Bldg., Seattle, Washington, and filed as of this date a notice of claim by Derbon Construction Company for materials and provisions furnished in the sum of $404.73 against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for work of grading the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties, contract no. 1146.

Enclosed please find a copy of this notice for your files and information together with two additional copies, one of which may be forwarded if desired, to the principal of the bond and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

NOTICE OF CLAIM

To the Secretary of State of the State of Oregon
and the
Oregon State Highway Commission:

NOTICE is hereby given that the undersigned, DERBON CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, has a claim for materials and provisions furnished to J. W. Feak Construction Company, being more particularly described in Schedule "A" hereto attached and by this reference made a part hereof, in the total sum of four hundred four and 73/100 ($404.73) dollars, against the bond taken from the said J. W. Feak Construction Company as principal, and Union Indemnity Company as surety, for the work of grading on Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, State of Oregon, pursuant to contract No. 1146 awarded to the said J. W. Feak Construction Company by the said Oregon State Highway Commission,- dated January 16th, 1930.

Dated: Seattle, Washington, December 8th, 1930.

(SEAL)

DERBON CONSTRUCTION COMPANY

By J. B. BONNY

Its President

Received and filed this _____ day of December, 1930.

____
Secretary of State of the State of Oregon

Endorsed: File No. 869
Filed December 10, 1930
HAL E. HOSS, Secretary of State

SCHEDULE "A"

1930

March 20	1 150# Anvil	.08	12.00
26	1 I. R. 870 Drifter		66.65
26	60 ft 234# 1¼" R. H. Drill Steel	.06	14.04
May 28	12 Lanterns	.10	1.20
28	3 Concrete Wheelbarrows	3.00	9.00
28	2 Milburn Lights	10.00	20.00
28	1 Doz. Picks	.25	3.00
28	1 Air Drill - Little Giant		25.00
28	1 I. R. Riveting Hammer		15.00
28	1 Carb. Wheel & Frame		5.00
28	3 Crow Bars	1.00	3.00
28	50 ft 1" Air Hose	.10	5.00
28	1 35 Ton Duff Jack		50.00
28	2 Rolls Belting	15.00	30.00
28	1 Swage Block		10.00
28	1 18# Hammer		1.00
	1/4" Drill Steel		
28	90 ft 351 #	.06	21.06
	Parts for I. R. 870 Drifter		
28	1 C 58		8.50
	2 C 64	1.62½	3.25
	1 C 65		19.00
	1 C 59		5.75
	1 C 94		12.38
	4 Ratchets & Pauls	6.35	25.40
28	1 Bar Babbitt		1.00
28	3 Bars Solder	1.00	3.00
28	1 bx Belt Lacing Metal		.50
28	200 Ft 1" Air Hose	.10	20.00
28	5 Manifolds	2.50	12.50
28	2 Spuds	1.00	2.00
28	16 Hack saw blades		.50
			$ 404.73

#1216

Wheeler Co

FR1340

December 11, 1930

Federal Surety Company of Iowa
Fred A. Schlick Company, Agents
Corbett Building
Portland, Oregon

Gentlemen:

This is to inform you that we have today received a second letter from Mr. H. Ringsmeyer of Dayville, Ore. in which he advises that his claim against Kuckenberg-Wittman Company in connection with their contract for the construction of the Rock Creek Bridge should be $47.50 instead of $27.50 previously advised.

It seems that Mr. Ringsmeyer omitted the rental charge for the gasoline engine and his previous statement covered simply the repairs. The rental charge is an additional $20.00, making a total of $47.50.

This information is given you as you appear as surety on the bond furnished by Kuckenberg-Wittman Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc Kuckenberg-Wittman Co.

December 11, 1930

Mr. H. Ringsmeyer
Dayville, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 9th instant supplementing your letter of the 8th instant concerning your claim against Kuckenberg-Wittman Company.

The original bill as submitted by you is for $27.50. The rental charge of $20.00 was omitted. We are today calling this to the attention of the contractor and his bondsman.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:S

Dayville, Ore
Dec 9 - 1930

State Highway Commission
Salem, Ore

Dear Sirs:-

I wrote you a letter yesterday regarding account owed me by G. Dixon sub-contractor under Kuckenberg and Whitman I dont think the bill I sent was complete. The rent owed on rental of engine is $\$20^{00}$ and repair bill is 27^{50} I think the rent was omitted in my statement I sent you yesterday. This making a total of $\$47^{50}$ owing. Please advise me what action I should take to recover bill.

Yours sincerely
H. Ringsmyer

ANSWERED
H. B. G.

#1146

PR134D

December 10, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 8th instant inclosing three certified copies of the claim of W. L. & J. O. Houk, doing business as Condon Motor Company, against the J. W. Feak Construction Company for materials furnished in the sum of $11.70 together with interest thereon at the rate of 6% per annum from August 25, 1930. This is in connection with the contract awarded to the J. W. Feak Construction Company by the State Highway Commission for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, state highway contract #1146.

Copy of this notice is being sent to the contractor and surety on this bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

December 10, 1930

Union Indemnity Company
Irving L. Webster Company
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of the claim of W. L. & J. O. Houk, doing business as Condon Motor Company, against the J. W. Feak Construction Company for materials furnished in the sum of $11.70 together with interest thereon at the rate of 6% per annum from August 23, 1930. This is in connection with the contract awarded to the J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, state highway contract #1146.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

FW
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 8, 1930

RECEIVED
DEC 10 1930
OREGON
[illegible]

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

We respectfully have to advise that we received from Mr. J. D. Week, Attorney, Condon, Oregon, and filed as of this date a notice of claim by W. L. & J. O. Houk, doing business as Condon Motor Company, for materials furnished in the sum of $11.70 together with interest thereon at the rate of 6% per annum from August 23, 1930, against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, in Wheeler and Grant Counties, State highway contract No. 1146, project No. 1236.

Enclosed please find a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal of the bond and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

ANSWERED
H. B. G.

W. L. Houk and J. O. Houk, partners
doing business under the firm name
and style of Condon Motor Company

Claimants

vs

J. W. Feak Construction Co., a partnership consisting of J. W. Feak,
H. R. Lohrer, and R. W. Shaffer, and the
Union Indemnity Company, a Corporation,

Defendants

NOTICE OF CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon. Hal. E. Hoss, Secretary of State, Salem, Oregon.

Notice is hereby given that the undersigned W. L. Houk and J. O. Houk, partners conducting a Garage business in Condon, Gilliam County, Oregon, under the firm name and style of the Condon Motor Co. have a claim for materials furnished sold and delivered to J. W. Feak Construction Co., a partnership consisting of J. W. Feak, H. R. Lohrer and R. W. Shaffer, the contractors on the Barnhouse Ranch, Picture Gorge Sections of the Ochoco Highway in Wheeler and Grant Counties, Oregon, being contract No. 1146, Project No. 1236, which contract is between said partners operating as J. W. Feak Construction Company and the State Highway Commission of the State of Oregon.

That said materials were furnished, sold and delivered to said J. W. Feak Construction Company on the 23rd day of August, 1930, under an No. 01914 and is more particularly set out as follows:

August 23, 1930, Your order No. 01914 for truck

1 Trans. case	$2.25
1 Low & Reverse Gear	1.40
1 Trans. Counter shaft	.30
1 Trans. Counter shaft gear	3.25
2 T Radiator caps	.50
2 Jack assy's	4.00
Total	11.70

That the said materials were delivered to said contractor on said date and that an itemized statement of the same was delivered to the said Feak Construction Company at the time of the delivery and that said materials were delivered upon the order of the contractor, said order being No. 01914 and the price agreed upon as set out in said itemized account heretofore shown, and that said materials so sold and delivered to said J. W. Feak Construction Company was used and expended by said J. W. Feak Construction Company in the prosecution of said contract heretofore described.

That no part of said sum of $11.70 has been paid, although the claimants have frequently demanded a payment for said account of extras for truck sold and delivered to the said J. W. Feak Construction Company, the purchasers thereof and that there is interest due thereon from the 23rd day of August, 1930, at the rate of six per cent per annum.

This is to notify you and all others whom it might concern that the said claimants in the name of the State of Oregon intend to hold the principals and surety on the bond given on the said contract which bond is dated on the 24th day of January, 1930, for the sum of Ninety-Three Thousand Eight hundred Twenty Eight and 25/100 Dollars, and wherein

J. W. Feak Construction Company, as principal and the Union Indemnity Company, a Louisiana Corporation, is surety and to the State of Oregon acting through said Highway Commission, for the said sum of $11.70 and interest thereon at the rate of six per cent per annum from the 23rd day of August, 1930, and the costs and attorney fees as allowed by Section 6719 Oregon Laws as amended by Chapter 342, Laws of Oregon for the year 1921.

J. O. Hauk

W. L. Hauk

Claimants

STATE OF OREGON)
County of Gilliam) ss

I, W. L. Houk, being duly sworn depose and say that I am a member of the partnership of the firm, The Condon Motor Company, the claimants herein, that I read the foregoing claim and know the contents thereof and the same is true as I verily believe.

W. L. Houk

Subscribed and sworn to before me this 6th day of December, 1930.

J. D. Wood
Notary Public for Oregon
My commission expires June 12, 1932.

Seal.

Endorsed: File No. 862
Filed December 8, 1930
Hal E. Hoss,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. L. Houk and J. O. Houk doing business as Condon Motor Company for materials furnished in the sum of $11.70 together with interest thereon at the rate of 6 per cent per annum from the 23rd day of August, 1930, against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, in connection with the construction of the Barnhouse Ranch-Picture Gorge Sections of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State contract number 1146, with the original notice of claim filed in the office of the Secretary of State on December 8, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8 day of December, A. D. 19 .

Hal E. Hoss

Secretary of State

#1146

PR134D

December 4, 1930

Union Indemnity Company
Irving L. Webster & Co. Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from Mr. Bartlett Cole, a lawyer of Portland, Oregon to the effect that a client of his, namely the International Harvester Company of America, has a claim in the sum of $184.89 against the J. W. Peak Construction Company for labor and material furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in connection with which contract the Union Indemnity Company appears as surety on the bond furnished by the contractor.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

December 4, 1930

Bartlett Cole, Lawyer
1024 Board of Trade Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 3rd instant, we have to advise that the surety on the bond furnished by the J. W. Peak Construction Company in connection with certain highway construction work near John Day, Oregon, is the Union Indemnity Company, for whom Irving L. Webster is local agent with offices in the Failing Building Portland, Oregon.

The contract to which you refer is State Highway Contract #1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

Law Offices of
Bartlett Cole
1024 Board of Trade Building
Portland, Oregon

December 3, 1930

RECEIVED
DEC 4 1930
OREGON

State Highway Commission
Salem, Oregon

Dear Sir: Re: J. W. Feak Construction Company--Kimberly, Oregon.

I represent the International Harvester Company of America, a creditor of the above construction company, which I understand has a contract for highway construction near John Day Oregon. I would like to know the name of the surety company that has the bond, with other information etc., so that I can file a claim for labor and material furnished in the sum of $164.29.

Thanking you for this information,

Yours very truly,

Bartlett Cole

BC:A

ANSWERED
H. B. G.

#1146

PR 134 D

December 3, 1930

Simon, Gearin, Humphreys & Freed
Attorneys at Law
Mohawk Building
Portland, Oregon

Attention: Edgar Freed

Gentlemen:

In response to your request of the 29th instant we hand to you herewith a certified copy of the contract awarded by the State Highway Commission to the J. W. Peak Construction Company covering the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

December 5, 1930

Union Indemnity Company
Irving L. Webster Co. Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from Simon, Gearin, Humphreys & Freed, Attorneys at Portland, the affidavit of the claim of the General Electric Company against the J. W. Feak Construction Company for labor and material furnished by this company fur the repair of certain gas electric shovels used by the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

SIMON, GEARIN, HUMPHREYS & FREED
ATTORNEYS AT LAW
MOHAWK BUILDING
PORTLAND, OREGON

JOSEPH SIMON
JOHN M. GEARIN
LESTER W. HUMPHREYS
EDGAR FREED
JOHN C. FAILING

November 29, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We thank you for your letter of November 26th in reply to ours of the 25th giving us the requested information in respect to the state highway construction work being done by the J.W. Feak Construction Company.

On behalf of our client, General Electric Company, we hereby make application for certified copy of the contract and bond under which the construction work was undertaken, and in that connection enclose herewith an affidavit in compliance with the provisions of the Oregon law.

Yours very truly,

Simon, Gearin, Humphreys & Freed

EF:G
Encl.

ANSWERED
H. B. G.

[illegible]
DEC [illegible]
OREGON
STATE [illegible]

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, L. W. Rendall, being first duly sworn, depose and say: I am Northwestern auditor of General Electric Company, a corporation. In June, 1930, and in September, 1930, said General Electric Company furnished labor and material for the construction of a State Highway (known as the "Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon") for the J.W. Feak Construction Company which was doing said work for the State of Oregon, under contract designated as state highway contract number 1146. Said labor and material were furnished by the General Electric Company through the performance of labor and the furnishing of material for the repair of certain gas electric shovels then being used in said construction work, and said General Electric Company has not been paid for said labor and material. This affidavit is made in compliance with Oregon Laws, Sections 2991 and 6719, both as amended, for the purpose of obtaining a certified copy of the contract and bond under which said construction work was undertaken by said J.W. Feak Construction Company.

L. W. Rendall

Subscribed and sworn to before me this 29th day of November, 1930.

John C. Failing
NOTARY PUBLIC FOR OREGON
My commission expires: March 25, 1931.

#1216
Wheeler Co

PR 134 D

December 3, 1930

Pacific Coast Steel Corporation,
Seattle, Washington.

Attention: H. Clausen.

Gentlemen:

Receipt is acknowledged of your letter of December 2nd in which you make inquiry concerning the Kuckenberg-Wittman Company for the construction of the Rock Creek bridge.

Please be advised that this project is known as our contract No. 1216 and is for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County east of Mitchell.

The bond in connection with this contract was furnished by the Federal Surety Company of Iowa for whom Fred A. Schlick Company, Corbett Bldg., Portland, Oregon, is resident agent.

We are unable to advise you of the exact completion date due to the fact that the final records have not as yet been sent into this office by the field engineer. However, we do think the contract was completed on November 15th, 1930. Final payment has not yet been made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1216

ific Coast Steel Corporation
SUBSIDIARY OF BETHLEHEM STEEL CORPORATION

Seattle, Wash.

IN REPLY REFER TO

RECEIVED
DEC 3 1930
OREGON
STATE HIGHWAY COMMISSION

December 2, 1930

Mr. Roy A. Klein, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Our records show that Kuckenburg & Wittman Company, Inc., are the contractors doing the work in the construction of the Rock Creek Bridge, on Ochoco Highway, near Mitchell, Oregon.

Please inform us if this record is correct, who the surety is upon the bond, and the probable date of completion of the job.

Thanking you in advance for the favor of a reply.

Yours very truly,

PACIFIC COAST STEEL CORPORATION

By H Clausen
H. Clausen,
Plant Cashier.

Enclosed stamped envelope for your convenience.

#1216
Wheeler Co

PR134D

December 1, 1930

Federal Surety Company of Iowa
Fred A. Schlick Company, Agents
Corbett Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from John McDonald of Fossil, Oregon, to the effect that he has a claim in the sum of $162.00 against Kuckenberg-Wittman Co., Inc., for services rendered that company in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County.

This information is given you as you appear as surety on the bond furnished by Kuckenberg-Wittman Co., Inc., in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc Kuckenberg-Wittman Co. Inc.,
266 Board of Trade Building
Portland, Oregon

December 1, 1930

H. H. and Carl Hendricks
Attorneys at Law
Fossil, Oregon

Gentlemen:

We acknowledge receipt of the notice of the claim of John McDonald against Kuckenberg-Wittman Co., Inc., for services rendered that company in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County, said claim being in the sum of $162.00.

We are inclosing in this letter a certified copy of the contract and bond covering the construction of this bridge in accordance with the request in this affidavit.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

Roy A. Klein, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:-

I, John MacDonald, the undersigned hereby make application for a certified copy of the contract and bond for the construction of the Rock Creek Bridge, on the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway, said contractor being Kuckenburg and Wittman, Board of Trade Building, Portland, Oregon, and said contract being with the State Highway Commission of the State of Oregon, the number of the contract and the name of the surety on the bond being unknown to me.

John Mac Donald

STATE OF OREGON
County of Wheeler--SS

I. John MacFonald, being first duly sworn depose and say: That between the 4th day of September, 1930, and the 20th day of October, 1930, both inclusive, I performed work and labor for and in the prosectuion and construction of the Bridge Across Rock Creek, known as the Rock Creek Bridge, on the Picture Gorge, Barnhouse Section of the Ochoco Highway, said bridge being constructed by Kuckenburg and Wittman, contractors, and being sublet to _________ Dixon, the first name of said ____ Dixon being unknown to me at this time. That I worked during said time as a laborer on said bridge construction work, at the special instance and request of said _______ Dixon, sub contractor, who hired me, and that I was hired at the wage of $4.00 per day of 8 hours duration and was compelled and did put in overtime at the special instance and request of said sub-contractor, and that I worked 324 hours in all at the agreed rate of 50 cents per hour or $4.00 per day of 8 hours. and that there is justly due me the sum of $162.00, , and that no part of said sum of $162.00 has been paid me and there is the full sum of $162.00 now due me for said work and labor, and that there is no offset or counterclaim to the same to my knowledge, and that said account should draw interest at the rate of 6% per annum from the 20th day of October, 1930. That I request you to mail to my attorneys H.H & Carl Hendricks, at Fossil, Oregon, a copy of said contract and bond, and of any sub-contract on said bridge if any has been filed with the Commission.

John Mac Donald

Subscribed and sworn to before me this 28th day of November, 1930

Carl Hendricks
Notary Public for Oregon
MY Commission expires Sep. 9, 1933

Wheeler

PR134D

November 29, 1930

Federal Surety Company of Iowa
Fred A. Schlick Co, Agent
Corbett Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a certified copy of the notice of claim of O. C. Dixon against Kuckenberg-Wittman Co., Inc., the original of which has been filed in his office. This is being sent to you as you appear as surety on the bond furnished by Kuckenberg-Wittman Co., Inc. in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.
cc Kuckenberg-Wittman Co., Inc.,
226 Board of Trade Building
Portland, Oregon

#1211

November 29, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 28th instant inclosing three certified copies of the claim of G. C. Dixon against Kuckenberg-Wittman Company for services rendered that company in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County.

We are today forwarding a copy of this notice to the contractor and his surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 28, 1930

State Highway Commission
Salem, Oregon

Gentlemen: (Attention Mr. H. B. Glaisyer)

This is to advise that we received from Messrs. Butler and Jack, Attorneys, Oregon City, and filed as of this date a notice of claim by G. C. Dickson for labor and materials furnished in the sum of $1523.63 against the bond taken from Henry Kuckingberg and ______ Whitman, principals, and Federal Surety Company of Iowa, surety, for work performed on a certain bridge across Rock Creek, eight miles west of Dayville, Wheeler County, Oregon.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal of the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

H.E.L.
Encs.

ANSWERED
H. B. G.

G. C. DICKSON,)
Claimant, (
-vs-)
HENRY KUCKINGBERG, ______ ______)
WHITMAN and the FEDERAL SURETY (
COMPANY OF IOWA,
Defendants)

TO Henry Kuckingberg ______________ Whitman, the Federal Surety Company of Iowa and the Secretary of State of Oregon:

Notice is hereby given that the undersigned claimant, namely G. C. Dickson, has a claim for the following, to-wit:

500 yards of gravel hauled in bunker and screened at $1.25 per yard	$ 625.00
Gravel over contract at $5.00 per yard, for 38 yards delivered	190.00
500 yards of gravel delivered to bridge at $1.00 per yard	500.00
Hauling cement from Condon to bridge, 104 miles, two trips, 132 sacks	41.60
Hauling one extra load over and back from Portland to bridge	114.00
Hauling three days for J. W. Feak	48.00
Hauling 2½ yards of sand for J. W. Feak	4.65
Total	$1523.63

against the defendants, Henry Kuckingberg and ____________ Whitman, doing business as partners and contractors and against the Federal Surety Company of Iowa, the bondsman for said contractors, for the work performed as hereinbefore set forth upon that certain bridge across Rock Creek, approximately eight miles west of Dayville, Wheeler County, Oregon. That the full balance is due for said labor and materials furnished and claimant hereby claims a lien against defendants and each of them for said sum.

G. C. DIXON Claimant

STATE OF OREGON)
County of Clackamas) ss.

I, G. C. Dickson, being first duly sworn on oath depose and say that I have read the foregoing instrument, know the contents thereof, and that the same is true as I verily believe.

G. C. DIXON

Subscribed and sworn to before me this 24th day of November, 1930.

(SEAL)

GLENN R. JACK
Notary Public for Oregon
My Commission Expires: 7/12/31

Endorsed: File No. 861
Filed November 28, 1930
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. C. Dickson for labor and materials furnished in the sum of $1523.63 against the bond taken from Henry Kuckingberg and _____ Whitman, principals, and Federal Surety Company of Iowa, surety, for work performed on a certain bridge across Rock Creek, Wheeler County, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 28, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28 day of November, A. D. 1930.

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. C. Dickson for labor and materials furnished in the sum of $1523.63 against the bond taken from Henry Kuckingberg and _____Whitman, principals, and Federal Surety Company of Iowa, surety, for work performed on a certain bridge across Rock Creek, Wheeler County, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 28, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 28 day of November, A. D. 1930.

Hal E Hoss

Secretary of State

PR134D

December 1, 1930

Pacific Coast Steel Corporation
28th Ave. S. W. & W. Andover Street
Seattle, Washington

Attention: H. Clausen
Plant Cashier

Gentlemen:

Replying to your inquiry of the 29th ultimo, wish to say that the contract awarded to the J. W. Peak Construction Company is state highway contract #1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

The surety on the bond furnished by the contractor in this instance is the Union Indemnity Company for whom Irving L. Webster & Co. are local agents with offices in the Failing Building, Portland, Oregon.

According to the latest information available the project was 76% complete on November 15th. It is not likely that the job will be completed for a month or six weeks.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

Pacific Coast Steel Corporation
SUBSIDIARY OF BETHLEHEM STEEL CORPORATION

Seattle, Wash.

IN REPLY REFER TO

November 29, 1930

Oregon State Highway Commision,
Salem, Oregon.

Gentlemen:

Our records show that the J. W. Feak Construction Company are the contractors doing the work in the construction of Barnhouse Ranch-Picture Gorge Section of John Day Highway.

Please inform us if this record is correct, who the surety is upon the bond, and the probable date of completion of the job.

Thanking you in advance for the favor of a reply.

Yours very truly,
PACIFIC COAST STEEL CORPORATION
By H. Clausen
H. Clausen,
Plant Cashier.

Enclosed Stamped envelope for your convenience.

ANSWERED
H. B. G.

PR134D

November 28, 1930

Allan A. Smith, Lawyer
Shoemaker Building
Baker, Oregon

Attention: Mr. A. B. Grant

Dear Sir:

Replying to your letter of the 26th instant wish to say that the surety on the bond furnished by the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon is the Union Indemnity Company, for whom Irving L. Webster Co. Inc. is local agent with offices in the Failing Building, Portland, Oregon.

The above contract is designated as State Highway Contract #1146.

A certified copy of the above contract and bond is inclosed in this letter. According to the statutes such certified copies may be obtained by the filing of an affidavit of claim against the contract. We will expect you to furnish us with this affidavit of claim at an early date. As a matter of courtesy, however, we are forwarding you the copy of the contract and bond prior to the receipt of this affidavit, thinking that you are in a hurry for it.

There is no charge for this service.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

LAW OFFICES OF
ALLAN A. SMITH
SHOEMAKER BUILDING
BAKER, OREGON

November 26, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I would like to know the name of the bonding company which posted the bond for the contract let to the J. W. Feak Construction Company, which is now working in Wheeler County in road construction. I would also appreciate it very much if I could secure a copy of this bond from your office. If there is any expense for the making of such a copy, I wish you would send me the copy and a bill covering this expense.

Very truly yours,

A. S. Grant

ASG:D

ANSWERED
H. B. G.

#1146
35PJ
PR134D

November 28, 1930

Darbon Construction Company,
Alaska Building,
Seattle, Washington.

Attention: J. B. Bowey, Pres.

Gentlemen:

Receipt is acknowledged of your letter of November 26th in which you make inquiry concerning the J. W. Peak Construction Company contract No. 1146 - Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

Please be advised that according to our records this contract was 76% complete on November 10th, 1930. The estimated completion date of the contract is December 10th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1146

Wheeler & Grant

OF DAMS, CANALS, HI[illegible]S AND RAILWAYS

DERBON CONSTRUCTION COMPANY
INCORPORATED

ALASKA BUILDING
SEATTLE, WASHINGTON

November 26-1930

H.B.Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Will appreciate your advising us if Contract # 1146 awarded the J.W.Feak Construction Company by the State Highway Commission on January 16th, 1930, has been completed; if not completed please advise about approximate date of completion.

Thanking you for the information, we are,

Yours truly,

Derbon Construction Company.

By. H B Tonny Pres.

WDW.

E*9

76 % on Nov-10.

✓ Est. completion date is Dec. 10 –

#1216
Wheeler Co

PR134B

November 28, 1930

Federal Surety Company of Iowa
Fred A. Schlick Co. Agent
Corbett Building,
Portland, Oregon

Gentlemen:

This letter is to inform you as surety on the bond furnished by Kuckenberg-Wittman Co., Inc., in connection with its contract for the construction of a bridge over Rock Creek on the Ochoco Highway in Wheeler County, that we have today received information from Butler & Jack, Lawyers of Oregon City, Oregon, to the effect that Kuckenberg-Wittman Co., Inc., are indebted to a man by the name of G. C. Dixson for materials furnished in connection with the construction of the above mentioned bridge.

The amount of the claim is $1,325.65.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc Kuckenberg-Wittman Co., Inc.,
226 Board of TradeBuilding
Portland, Oregon

November 28, 1950

Butler & Jack, Lawyers
200 Butler Building
Oregon City, Oregon

Attention: Mr. Glenn R. Jack

Gentlemen:

This acknowledges receipt of a copy of your letter of November 25th directed to the Secretary of State concerning the claim of G. C. Dixon against Kuckenberg-Wittman Co., Inc, for supplies furnished that company in connection with its contract for the construction of the bridge over Rock Creek on the Ochoco Highway near Mitchell in Wheeler County.

We note that you request that we withhold the warrant pending settlement of your claim. In this connection might say that it is one of our requirements that the contractor furnish us with an affidavit to the effect that all outstanding claims against the contract have been paid before we will release final payment. In the event that the contractor signs such a statement we have no alternative but to release the payment to him.

Should it develop that there are outstanding claims against the work then the claimant has for his protection the bond furnished by the contractor. The bond is liable for claims against the contract for a period of one year after the date of completion of the contract and for a greater length of time, in the event that notice of claim has been filed in the office of the Secretary of State prior to the expiration of the above mentioned period of one year from the date of completion of the contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

J. DEAN BUTLER GLENN R. JACK

BUTLER & JACK
LAWYERS
SUITE 200 BUTLER BUILDING
OREGON CITY, OREGON

November 25, 1930.

Secretary of State,
Salem, Oregon.

Dear Sir:

As the Rock Creek Bridge, contracted for by the State Highway Commission, has been completed and the contractors, Kuckingberg and Whitman, are ready to receive their money, we, representing a sub-contractor, herewith file a lien for $1523.63, as per the statement therein.

Please withhold the warrant until this matter has been settled.

Thank you.

Very truly,

BUTLER & JACK

Copy

BY GLENN R. JACK

GRJ:W
ENC.

ANSWERED
H. B. G.

G. C. DICKSON,
Claimant,

-vs-

HENRY KUCKINGBERG, ____________
WHITMAN and the FEDERAL SURETY
COMPANY OF IOWA,
Defendants.

TO Henry Kuckingberg ______________ Whitman, the Federal Surety Company of Iowa and the Secretary of State of Oregon:

Notice is hereby given that the undersigned claimant, namely G. C. Dickson, has a claim for the following, to-wit:

500 yards of gravel hauled in bunker and screened at $1.25 per yard	$ 625.00
Gravel over contract at $5.00 per yard, for 38 yards delivered	190.00
500 yards of gravel delivered to bridge at $1.00 per yard	500.00
Hauling cement from Condon to bridge, 104 miles, two trips, 132 sacks	41.60
Hauling one extra load over and back from Portland to bridge	114.00
Hauling three days for J. W. Peak	48.00
Hauling 2½ yards of sand for J. W. Peak	4.63
Total	$1523.63

against the defendants, Henry Kuckingberg and ______________ Whitman, doing business as partners and contractors and against the Federal Surety Company of Iowa, the bondsman for said contractors, for the work performed as hereinbefore set forth upon that certain bridge across Rock Creek, approximately eight miles west of Dayville, Wheeler County, Oregon. That the full balance is due for said labor and materials furnished and claimant hereby claims a lien against defendants and each of them for said sum.

G. C. Dixon ______________ Claimant

STATE OF OREGON)
County of Clackamas) ss.

I, G. C. Dickson, being first duly sworn on oath depose and say that I have read the foregoing instrument, know the contents thereof, and that the same is true as I verily believe.

G. C. Dixon

Subscribed and sworn to before me this 24th day of November, 1930.

____
Notary Public for Oregon
My Commission Expires: 7/12/31

BUTLER & JACK
ATTORNEYS AT LAW
SUITE 200, BUTLER BLDG.
OREGON CITY, OREGON

#1146
35PJ
PR134Q

November 26, 1930

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of the claim of E. S. & C. L. Nelson against the J. W. Peak Construction Company the original of which has been placed on file in the office of the Secretary of State. We have been requested by the Secretary of State to transmit this copy to you since you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

November 26, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 24th instant inclosing 3 certified copies of the claim of N. S. and C. L. Nelson against the J. W. Peak Construction Company being for lumber furnished that company in the sum of $514.14 used in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 24, 1930

State Highway Commission
Salem, Oregon

Gentlemen: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from H. H. & Carl Hendricks, Attorneys at Law, Fossil, Oregon, and filed as of this date a notice of claim by N. S. and C. L. Nelson for lumber furnished in the sum of $514.14 together with interest thereon from August 1, 1930, at the rate of 6% per annum and costs and Attorney's fees, against the bond taken from J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, covering work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, contract no. 1146, project no. 1236.

We are enclosing herewith a certified copy of this claim for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal of the bond, and one to the surety.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

[illegible]
encs.

ANSWERED
H. B. G.

* *

N. S. Nelson and C. L. Nelson
Partners, doing a saw mill business
under the firm name of N. S., and
C. L. Nelson,
Claimants
vs
J. W. Feak Construction Co,
a Partnership consisting of
J. W. Feak, H. R. Lohrer, and
R. W. Shaffer. and the ~~x~~ Union
Indemnity Company, a Corporation,
DEFENDANTS

NOTICE OF CLAIM

* *

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon Hal. E. Hoss, Secretary of State, Salem, Oregon.

Notice is hereby given that the undersigned N. S. Nelson and C. L. Nelson, partners doing a saw mill business, in Wheeler County, Oregon, under the firm name of N. S. and C. L. Nelson, have a claim for lumber sold and delivered to J. W. Feak Construction Company, a partnership consisting of J. W. Feak H. R. Lohrer and R. W. Shaffer, the contractors on the Barnhouse Ranch, Picture Gorge Sections of the Ochoco Highway in Wheeler and Grant Counties, Oregon, being contract No. 1146, Project No. 1236, which contract is between said partners, operating as J. W. Feak Construction Company and the State Highway Commission of the State of Oregon.

That said lumber was sold and delivered to said J. W. Feak Construction Company, between the 20th day of June, 1930 and the 31st day of July, 1930, both inclusive, and is more particularly set out as follows:

June 20, 1930,	15 pc. 1-6-16	Rgh.	120	ft	$.028	
	6-2-12-16	"	192	ft	.028	
	8/2/4/16		85	ft	.028	
	16-1-12-16		256	ft	.028	- - - -$ 18.28
June 20, 1930	4-3-12-14	fir	168	ft	.033	
	24-3-12-14	"	1008	ft	.033	
	19-2-12-16	"	912	ft	.033	- - - -$ 68.90
June 25, 1930	1-6-8-14	s1s1e Fir	56	ft	$.035	
	1-6-8-6	S1S1E "	24	ft	.035	
	4-4-12-16	Rgh.	256	ft	.035	
	4-4-12-24	"	384	ft	.035	
	4-4-12-18		288	ft	.035	
	4-4-12-22	"	352	ft	.035	
	2-4-12-26	"	208	ft	.035	
	4-4-6-18		144	ft	.035	
	1-6-6-1	"	50	ft	.035	- - - -$ 60.97
July 11, 1930	1-8		[illegible]	ft	[illegible]1	- - - - 139.50
	60-2-		[illegible]	ft	.028	
	60-2		4[illegible]0	ft	.032	
	2-4		1000	ft	.028	
	12-2-6-1		144	ft	.028	- - - - 56.67
	1-4	rgh.	500	ft	.025	12.50
July 17, 1930	500 Lin. 1-10	S2S	417	ft	31	12.93
July 17, 1930	12-2-12-16	fir	384	ft	$.033	12.67
July 23, 1930	5-4-4-16	rgh.	106	ft	25	2.65
	10-2-4-18	S1S1E	120	ft	28	
	28-2-4-16	"	298	"	"	
	8-2-6-18	"	144	"	"	
	1-2-12-16	"	32	"	"	
	2-2-6-16	"	32	"	"	
	30-1-12-16	"	480	"	"	
	18-1-12-20	"	360	"	"	
	5/1-12-18	Sized	90	"	"	
	30-1-12-10	sized	300	"	"	
	14-2-4-10	"	93	"	"	- - - - - 54.57

July 26, 1930	3-2-4-16 rgh.	32	ft	25	
	4-2-4-22 "	58		25	
	5-2-6-16 "	80		25	
	4-1-8-22	58		25	
	24-1-12-16	384		"	
	7—1-12-14	98		"	
	4-1-12-22	88		"	
	10-2-12-12	240		"- - -	26.46
July 31, 1930	30-2-12-16 rgh.	960	$	24	23.04
	2-4	1000		25	25.00
				Total- - -	$514.14

That said lumber was delivered to said contractor between said dates, and that itemized statements of the same were delivered to said Feak Construction Company from time to time as the same was delivered, and that said lumber was delivered upon the order of said contractor, at the prices agreed upon as set out in the said itemized account heretofore shown, and that said lumber so sold and delivered to said J. W. Feak Construction Company was used and expended by said J. W. Feak Construction Company in the prosecution of said contract heretofore described. That no part of said sum of $514.14 has been paid, although due and the claimants have frequently demanded a payment for said account of lumber sold and delivered of said J. W. Feak Construction Company, the purchasers thereof. And that there is interest due thereon from the 1st day of August, 1930 at the rate of 6% per annum.

This is to notify you and all others whom it may concern that the said Claimants in the name of the State of Oregon intend to hold the principals and surety on the bond given on said contract, which bond is dated the 24th day of January, 1930 for the sum of Ninety-three Thousand Eight hundred Twenty Eight and 25/100 Dollars, and wherein J. W. Feak Construction Company, as Principal and the Union Indemnity Company, a Louisiana Corporation, is surety and to the State of Oregon Acting through said Highway Commission, for the said sum of $514.14, and interest thereon at the rate of 6% per annum from the 1st day of August, 1930, and costs and attorney's fees as allowed by Section 6713 Oregon Laws as amended by Chapter 362, Laws of Oregon for the year 1921.

N. S. NELSON

C. L. NELSON

Claimants.

STATE OF OREGON)
County of Wheeler) SS

I, C. L. Nelson, first being duly sworn depose and say: I am a member of the partnership firm of E. S. and C. L. Nelson, the claimants, herein, I have read the foregoing claim and know the contents thereof and the same is true as I verily believe.

C. L. NELSON

Subscribed and sworn to before me this 19th day of November, 1930.

CARL HENDRICKS

Notary Public for Oregon

MY commission expires Sep. 9, 1933

(SEAL)

Endorsed: Filed No. 860
Filed November 24, 1930
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by N. S. and C. L. Nelson for lumber furnished in the sum of $514.14 together with interest thereon from August 1, 1930, at the rate of 6% per annum, and costs and Attorney's fees, against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, covering work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, contract #1146, with the original notice of claim filed in the office of the Secretary of State on November 24, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24 day of November, A. D. 1930.

Hal E. Hoss

Secretary of State.

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by N. S. and C. L. Nelson for lumber furnished in the sum of $514.14 together with interest thereon from August 1, 1930, at the rate of 6% per annum, and costs and Attorney's fees, against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, covering work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, contract #1146, with the original notice of claim filed in the office of the Secretary of State on November 24, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24 day of November, A. D. 1930.

Hal E. Hoss

Secretary of State

#1146
3585

PR 1348

November 26, 1930

Simon, Gearin, Humphreys & Freed
Attorneys at Law
Mohawk Building
Portland, Oregon

Attention: Mr. Edgar Freed

Gentlemen:

We acknowledge receipt of your letter of the 25th instant concerning the claim of a client of yours against the J. W. Feak Construction Company for services rendered that company in the sum of $200.00 in connection with highway construction work near Kimberly, Oregon.

The contract to which you refer is one that was awarded by the State Highway Commission to the above mentioned contractor for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, and is further designated as state highway contract #1146.

The contractors was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. Our records show that this bond was written by the Union Indemnity Company for whom Irving L. Webster & Co., Inc., are local agents with offices in the Failing Building, Portland. This bond is offered to you for your clients protection.

This department does not make it a practice to pay claims of any kind against highway contracts. We have no way of determining whether or not a claim is legitimate and we do not believe it would be entirely just to pay claims, even small ones, not knowing whether they were legitimate or not. We believe that in most cases creditors are satisfied by taking the matter up with the surety on the bond furnished by the contractor.

We have no knowledge to the effect that the Union Indemnity Company have taken over this contract from the J. W. Feak Construction Company. Our dealings are still with the J. W. Feak Construction Company and payments are made to that company assigned to the Union Indemnity Company. It may be that the bonding company is disbursing funds. This seems likely since the payments are assigned to them.

For the purpose of securing a certified copy of the contract and bond the description of the project given above may be used in your affidavit.

Final payment has not yet been made the the J. W. Feak Construction Company for this work but it is our understanding that the job is nearly done and it is expected that final payment will be made within the next month or six weeks.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

SIMON, GEARIN, HUMPHREYS & FREED
ATTORNEYS AT LAW
MOHAWK BUILDING
PORTLAND, OREGON

JOSEPH SIMON
JOHN M GEARIN
LESTER W HUMPHREYS
EDGAR FREED

JOHN C FAILING

November 25, 1930.

State Highway Commission,
Salem, Oregon.

Dear Sirs:

A client of this firm furnished labor and materials to the J. W. Feak Construction Company in connection with highway construction work then being done by said company near Kimberly, Oregon, under contract with the State. We understand that the Union Indemnity Company which wrote the bond of the J. W. Feak Construction Company is now carrying out the contract.

Our client has not been paid, but the sum due is only a little over $200.00; and we wish to inquire whether or not it is your practice to exercise the discretion given you under Oregon Laws, Section 6718 (as amended in 1923), and make payments of small claims of this kind without putting the claimant to the necessity of an action on the contractor's bond.

We would also like to learn from you the location of the work undertaken by the J. W. Feak Construction Company and the date of the contract, so that, if necessary, we may make the required application and affidavit to secure a copy of the contract and bond.

We know that it is your desire to have paid all just claims for material and labor in connection with State Highway construction work; and will thank you to advise us if we are in error as to the present status of the work undertaken by the Feak Company.

Yours very truly,

Simon, Gearin, Humphreys & Freed

ANSWERED
H. B. G.

EF:G

#1146

PR 134D

Union Indemnity Company

A Division of Insurance Securities Company, Inc.

Union Indemnity Building
New Orleans, La.

HANSEN & ROWLAND Inc.
General Agents
Washington, Oregon, Idaho, Alaska
Washington Bldg., TACOMA, WASH.

PORTLAND OFFICE
405-6 FAILING BUILDING

PORTLAND, OREGON

November 24, 1930.

Oregon State Highway Commission,
Salem, Oregon.

RE: J. W. FEAK CONSTRUCTION COMPANY.

Gentlemen:

We have your letter of November 18 with reference to the claim of J. B. Jones, which letter has been placed on our file.

Yours very truly,

HANSEN & ROWLAND, Inc.

By A. Van R Schermerhorn
A. Van R. Schermerhorn.
Mgr. Surety Bond Dept.

FT

#1146
35PJ

PR134Q

November 20, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 18th instant inclosing three certified copies of the claim of J. D. Jones against the J. W. Fook Construction Company, the original of which has been filed in your office.

We are today forwarding a copy of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

[illegible]

November 20, 1930

Union Indemnity Company
Irving L. Webster Co. Agent
Failing Building
Portland, Oregon

Gentlemen:

Mr. J. B. Jones of Portland, Oregon has, through his Attorneys Lewis, Lewis & Finnigan of Portland, filed a notice of his claim in the sum of $784.80 against the J. W. Feak Construction Company in the office of the Secretary of State. The said Secretary has furnished us with three certified copies of this notice one of which is being forwarded to you in this letter, since you appear as surety on the bond furnished by the J. W. Feak Construction Company in connection with this particular contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 18, 1930

NOV 20
OREGON

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Messrs. Lewis, Lewis & Finnigan, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by J. B. Jones for labor furnished in the sum of $784.30, against the bond taken from J. W. Feak Construction Co., principal, and Union Indemnity Co., surety, for work performed upon the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

ANSWERED
H. B. G.

Portland, Oregon,

To: Hal E. Hoss,
Secretary of State,
Salem,
Oregon.

November 17, 1930.

Notice is hereby given that the undersigned J. B. Jones has a claim for labor hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling, in the sum of Seven Hundred Eighty-Four and 30/100 ($784.30) Dollars, against the bond taken from J. W. Feak Construction Co., as principal, and Union Indemnity Co., as surety, for the work of constructing the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties.

J. B. JONES

STATE OF OREGON,)
) ss.
County of Multnomah.)

I, J. B. Jones, being first duly sworn depose and say that I, at the instance and request of J. W. Feak Construction Co., performed certain labor for the prosecution of the work called for by State Highway Contract Number 1146 for the construction of the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties in hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling on the job.

That said labor performed by me has not been paid and I hereby make demand for a certified copy of said contract and the bond given by the J. W. Feak Construction Co., as principal, and the Union Indemnity Co., as surety, for the benefit of all persons supplying labor and material for the prosecution of said work.

J. B. JONES.

Subscribed and sworn to before me this 17 day of November, 1930.

(SEAL)

Arthur H. Lewis
Notary Public for Oregon,
My commission expires January 13, 1932.

Endorsed Nov.18,1930
HAL E. HOSS,
Secretary of State

File No. 858

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. B. Jones for labor furnished in the sum of $784.30 against the bond taken from J. W. Feak Construction Company, principal; and Union Indemnity Company, surety, for work performed upon the Barnhouse Range-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, with the original notice of claim filed in the office of the Secretary of State on November 18, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18 day of November, A. D. 1930.

Hal E Hoss

Secretary of State

HAL E. HOSS, Secretary of State of the State of Oregon, and **Custodian of the Seal of said State, do hereby certify**

That I have carefully compared the annexed copy of notice of claim by J. B. Jones for labor furnished in the sum of $784.30 against the bond taken from J. W. Feak Construction Company, principal and Union Indemnity Company, surety, for work performed upon the Barnhouse Range-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, with the original notice of claim filed in the office of the Secretary of State on November 18, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18 day of November, A. D. 1930.

Hal E Hoss

Secretary of State

~~#1146~~
#1146
35PJ

PR 134D

November 19, 1930

Mr. W. R. Ross
8704 49th Street
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 18th instant in which you advise us of your claim in the sum of $598.81 against the J. W. Feek Construction Company for services rendered that company in connection with its contract for the constructionof the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon being also designated as state highway contract #1146.

In connection with this contract the J. W. Feek Construction Company were required to furnish the State with a surety bond for the protection of labor and material claims and all just debts dues and demands incurred against the project. This bond is offered to you for your protection. We would suggest that you file notice of your claim with the surety company which in this instance is the Union Indemnity Co., Irving L. Webster Co. Inc., Agent, Failing Building, Portland, Oregon. If you fail to secure any satisfaction by taking the matter up with the surety company then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws, a mimeographed copy of which is inclosed for your information.

In accordance with the usual practice we will today call this matter to the attention of the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

November 19, 1930

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from Mr. W. R. Ross of Portland, Oregon, in which we are advised of his claim against the J. W. Feak Construction Company for hauling work done in the sum of $506.61 in connection with the contract awarded to the J. W. Feak Construction Company for the construction of the Burnhouse Ranch Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.
804 Puyallup Avenue
Tacoma, Washington

November 18, 1930

Mr. Roy Klein, Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

I have a claim for $596.81 due me from the Feak Construction Co. for hauling done in August on the Dayville-Mitchell job for which I have not received payment.

I wish to put myself on record with the State Highway Department as not having received my money.

Yours truly,

By: WRRoss

W. R. Ross

Mr. W. R. Ross
2704 - 49 Street
Portland, Oregon

ANSWERED
H. B. C.

#1146
358J

PR 134B

November 19, 1930

Standard Oil Company of California
First National Bank Building
Walla Walla, Washington

Attention: Mr. J. P. Croden
District Sales Manager

Gentlemen:

Replying to your inquiry of the 18th instant concerning the contract awarded to the J. W. Peck Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, wish to say that final settlement has not yet been made with this contractor for this work. In so far as this office is informed the contract is not yet complete but we believe that it is nearly so.

A bond was furnished to the State by this contractor for the protection of labor and material claims and all just debts, dues and demands incurred against the project. The bond was written by the Union Indemnity Company for whom Irving L. Webster Co is local agent with offices in the Failing Building, Portland, Oregon. We offer this bond to you for the protection of your claim.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

[illegible]

[illegible]
[illegible]
[illegible]

HBG:W

November 19, 1930

Union Indemnity Company
Irving L. Webster & Co. Agent
Failing Building
Portland, Oregon

Gentlemen:

We wish to inform you that we have today received notice of another claim agains the J. W. Peak Construction Company, it being the claim of the Standard Oil Company of California in the sum of $690.85 for petroleum products furnished the J. W. Peak Construction Company in connectin with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 86

SALES DEPARTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
R. P. WEISEL
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH. November 18, 1930

J.W.Feak Construction Company
State Contract No. 1146
Barnhouse Ranch-Picture Gorge Section
of Ochoco Highway in Wheeler and
Grant Counties

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

Dear Sir:

Attention Mr. H. B. Glaisyer, Chief Clerk

We have a claim in the amount of $690.85 against the above contractor and his bond in connection with State Contract No. 1146.

We are quite anxious to obtain settlement of our account, and before starting suit to close the matter we would appreciate if if you will advise us whether or not this particular contract has been completed and accepted by your Department.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA,

J.P.Cruden, District Sales Manager

By

CGS:DH

ANSWERED
H. B.

#1146
3585

PR 13-4 B

November 18, 1930

Lewis, Lewis & Finnigan
414 Couch Building
Portland, Oregon

Attention: Arthur H. Lewis

Gentlemen:

In response to your request of the 17th instant we are handing to you herewith a certified copy of the contract awarded by the State Highway Commission to the J. W. Peak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

November 18, 1930

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of an affidavit of claim that has been filed in this office today by Lewis, Lewis & Finnigan, Lawyers of Portland, being the claim of J. B. Jones against the J. W. Feak Construction Company for services rendered in the sum of $784.50 in connection with the contract awarded to the J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.
504 Puyallup Ave.,
Tacoma, Washington

LAW OFFICES OF
LEWIS, LEWIS & FINNIGAN
414 COUCH BUILDING
PORTLAND, OREGON

November 17, 1930.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We are enclosing herewith notice of labor claim of J. B. Jones against J. W. Feak Construction Co. for work of constructing the Barnhouse Range, Picture Gorge Section of Ochoco Highway, together with a demand for certified copy of the contract and bond given by the J. W. Feak Construction Co. upon this work.

Will you kindly furnish us with the contract and bond requested.

Thanking you, we are,

Very truly yours,

LEWIS, LEWIS & FINNIGAN,

AHL-s

By

Arthur H Lewis

ANSWERED
H. B. G.

Portland, Oregon,

To: State Highway Commission,
Salem,
Oregon.

November 17, 1930.

Notice is hereby given that the undersigned J. B. Jones has a claim for labor hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling, in the sum of Seven Hundred Eighty-four and 30/100 ($784.30) Dollars, against the bond taken from J. W. Feak Construction Co., as principal, and Union Indemnity Co., as surety, for the work of constructing the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties.

James B. Jones
J. B. Jones.

STATE OF OREGON,)
) ss.
County of Multnomah.)

I, J. B. Jones, being first duly sworn depose and say: That I, at the instance and request of J. W. Feak Construction Co., performed certain labor for the prosecution of the work called for by State Highway Contract #1146 for the construction of the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties, in hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling on the job.

That said labor performed by me has not been paid and I hereby make demand for a certified copy of said contract and the bond given by the J. W. Feak Construction Co., as principal, and the Union Indemnity Co., as surety, for the benefit of all persons supplying labor and material for the prosecution of said work.

J. B. Jones.

Subscribed and sworn to before me this 17 day of November, 1930.

Arthur H Lewis
Notary Public for Oregon,
My commission expires January 13, 1932.

7

Portland, Oregon,

To: State Highway Commission,
Salem,
Oregon.

November 17, 1930.

Notice is hereby given that the undersigned J. B. Jones has a claim for labor hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling, in the sum of Seven Hundred Eighty-four and 30/100 ($784.30) Dollars, against the bond taken from J. W. Feak Construction Co., as principal, and Union Indemnity Co., as surety, for the work of constructing the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties.

James B. Jones
J. B. Jones.

STATE OF OREGON,)
) ss.
County of Multnomah.)

I, J. B. Jones, being first duly sworn depose and say: That I, at the instance and request of J. W. Feak Construction Co., performed certain labor for the prosecution of the work called for by State Highway Contract #1146 for the construction of the Barnhouse Range, Picture Gorge Section of Ochoco Highway in Wheeler and Grant Counties, in hauling shovel from Condon, Oregon, to Kimberly, Oregon, dis-mantling, unloading from car and assembling on the job.

That said labor performed by me has not been paid and I hereby make demand for a certified copy of said contract and the bond given by the J. W. Feak Construction Co., as principal, and the Union Indemnity Co., as surety, for the benefit of all persons supplying labor and material for the prosecution of said work.

J. B. Jones.

Subscribed and sworn to before me this 17 day of November, 1930.

Arthur H Lewis
Notary Public for Oregon,
My commission expires January 13, 1932.

#1146

#1146
35PJ

PR 1342

November 13, 1930

Union Indemnity Company
Irving L. Webster Inc. Agents
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of an affidavit of claim that has been filed in this office by Mr. C. L. Nelson of Fossil, Oregon, it being his claim against the J. W. Feak Construction Company for materials furnished that company in the sum of $514.16 in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.

#1146

November 13, 1930

Mr. C. L. Nelson
Fossil, Oregon

Dear Sir:

This is to acknowledge receipt of your affidavit of claim against the J. W. Feak Construction Company in the sum of $514.14 for materials furnished by you to the J. W. Feak Construction Company in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in which you request a certified copy of the contract and bond.

In conformance with your request we are inclosing such a certified copy in this letter.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

Roy A. Klien, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:-

I, C.L. Nelson, a member of the partnership firm of N.S & C.L. Nelson, lumber Manufactures and Dealers, of Fossil, Oregon, do hereby make application for a certified copy of the contract and bond for the construction of that part of the Ochoco Highway, known as the Barnhouse-Ranch Picture Gorge, Section of said Ochoco Highway, said contract being with the State of Oregon Highway Comission and J.W. Feak Construction Company bond written by the Union Indemnity Company.

C. L. Nelson

Member of the firm of
N.S & C.L. Nelson,
Fossil, Oregon.

STATE OF OREGON
County of Wheeler--SS

I; C.L. Nelson, a member of the firm of N.S. & C.L. Nelson, first being duly sworn depose and say: that between the 20th day of June, and the 31st day of July, 1930, both inclusive, the firm of N.S. & C.L. Nelson, lumber manufactures, furnished to J.W. Feak Construction Company, which was used and expended in the prosecution and construction of the Ochoco, Highway, in Grant and Wheeler Counties Oregon, on that unit known as the Barnhouse Ranch Picture Gorge Section of said highway, being constructed by said J.W. Feak Construction Company, contractors; that the amount of the claim of said fxkx N.S and C.L. Nelson, is the sum of $514.14, which is the price agreed upon by said N.S and C.L. Nelson and said J.W. Feak Construction Company for the lumber so sold and delivered, and that no part of said sum of $514.14 has been paid, although demanded, and that there are no offsets or counterclaims to the same to my knowledge and that said sum is justly due to said firm of N.S. and C.L. Nelson. That I request you to mail me at Fossil, Oregon said copy of said contract Bond.

C L Nelson

Subscribed and sworn to before me this 10th day of November, 1930

Carl Hendricks
Notary Public for Oregon
MY Commission expires Sep. 9, 1933.

ANSWERED
H. B. G.

#1146

PR134D

November 7, 1950

Union Indemnity Company
Irving L. Webster & Co. Inc. Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith at the request of the Secretary of State a copy of the notice of the claim of the Richfield Oil Company against the J. W. Peak Construction Company in the sum of $19,972.75 being for petroleum products furnished the J. W. Peak Construction Company in connection with his contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

We are handing this copy of the notice of claim to you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Ray A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Peak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

#11

#1146

358J

November 7, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 3rd instant inclosing a copy of the notice of claim of the Richfield Oil Company in the sum of $19,972.75 against the bond taken from the J. W. Peak Construction Company, principal, and Union Indemnity Company, surety, for petroleum products furnished the contractor in connection with his contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

We are today fowarding copies of this claim to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 3, 1930

Mr. Roy A. Klein
State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

We respectfully have to advise that we received and filed as of November 1, 1930 a notice of claim by Richfield Oil Company in the sum of $19,972.75 against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for gasoline, lubricating oils, and greases, furnished in connection with the construction of a road near Dayville, Oregon.

For your information and files we are enclosing a copy of this claim together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM

RICHFIELD OIL COMPANY

of California

Office of the
District Credit Manager

Twelfth Floor Northern Life Tower
Seattle, Washington

Oct. 29, 1930

To the Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, the Richfield Oil Company of California, a Delaware corporation, has a claim for gasoline, lubricating oils, and greases, furnished in the sum of Nineteen Thousand Nine Hundred Seventy-Two Dollars and Seventy-Five Cents ($19,972.75), against the bond taken from the J. W. Feak Construction Company and the Union Indemnity Company, for the work of road construction for the State of Oregon, in the vicinity of Dayville, Oregon.

To substantiate the above claim, we attach hereto an itemized statement of this claim.

Yours very truly,

RICHFIELD OIL COMPANY OF CALIFORNIA

F. A. ROBERTS

F. A. ROBERTS
District Credit Manager

FAR:AR
encl.

Endorsed:
November 1, 1930
HAL E. HOSS, Secretary of State.
File No. 854

#1146
358J

PR 134 D

November 5, 1930

Platt, Platt, Fales, Smith & Black
Platt Building
Portland, Oregon

Attention: George Black Jr.

Gentlemen:

This acknowledges receipt of your letter of the 3rd instant inclosing affidavit of the claim of the Electric Steel Foundry against the J. W. Feak Construction Company and acknowledging receipt of the certified copy that was sent you.

Answering the third paragraph of your letter relative to assignments wish to say that the J. W. Feak Construction Company has assigned all moneys due or to become due them in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway to the Union Indemnity Company who appear as surety on the bond furnished by the contractor in connection with the above mentioned work. There are no other assignments.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

November 5, 1950

Union Indemnity Company
405 Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of an affidavit that we have just received from Platt, Platt, Fales, Smith & Black, Attorneys of Portland, concerning the claim of the Electric Steel Foundry against the J. W. Feak Construction Company for materials furnished that company in connection with its contact for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.

HARRISON G. PLATT
ROBERT TREAT PLATT
PALMER L. FALES
ISHAM N. SMITH
ARTHUR D. PLATT
GEORGE BLACK, JR.

PLATT, PLATT, FALES, SMITH & BLACK
ATTORNEYS AND COUNSELORS AT LAW
PLATT BUILDING
PORTLAND, OREGON

ADDRESS ALL
COMMUNICATIONS
TO THE FIRM

SUBJECT: Claim of Electric Steel Foundry against J. W. Feak Construction Co.

November
3 rd
19 30

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. Glaisyer

Gentlemen:

We acknowledge receipt and thank you for your letter of the 23rd ult., enclosing certified copy of contract and bond of the Feak Construction Co. on the Ochoco Highway job.

In compliance with the Oregon statute and your request, we enclose herewith affidavit showing our client to be making claim under the bond and contract for labor and materials supplied in the prosecution of this work.

We would be interested to know whether the J. W. Feak Construction Co. has made any assignment, of advances or amounts to become due it, to the Union Indemnity Co., the surety on the bond, or to any other person, firm or corporation.

Will you kindly let us have what information you can on this question of assignment, at your very early convenience?

Thanking you for your courtesy in this matter, we are,

Very truly yours,

Platt Platt Fales, Smith & Black

GB:GG
Encl.
affidavit

ANSWERED 1
H. B. G.

AFFIDAVIT FOR MATERIALS FURNISHED FOR PROSECUTION OF WORK ON STATE HIGHWAY CONTRACT

State of Oregon,) ss
County of Multnomah.)

I, Herman Cohn, being first duly sworn, depose and say:-

That I am Secretary of the Electric Steel Foundry, an Oregon corporation;

That said Electric Steel Foundry, for a period of time between February 1st and Oct 1st, 1930, both dates inclusive, did sell, deliver and supply to J. W. Feak Construction Co. labor and materials being particularly described as repairs and upkeep for equipment used by said construction company in its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon, and for the prosecution of the work covered by its contract with the State of Oregon for this road construction, and that payment for said materials has not been made;

That this affidavit is made in compliance with section 2991 of Oregon Laws, for the purpose of securing from the State Highway Commission certified copy of the contract and bond covering this work.

Herman Cohn

Subscribed and sworn to before me this 1st day of November, 1930.

George Black Jr.
Notary Public for Oregon,
My commission expires: 4-8-32.

RECEIVED
NOV 3 1930
ELECTRIC STEEL FOUNDRY

CONTRACT# 1146,
1216, 1360

PR 134-D Barnhouse Ranch-Picture Gorge 1930

1146. 1216. 1360

Folder # 1

#1146
3585

PR134D

October 31, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 30th instant in which you inclose three certified copies of the notice of the claim of S. S. Schell against the J. W. Peak Construction Company being in the sum of $7,967.62 for services rendered and supplies furnished the J. W. Peak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties, Oregon.

Copies of this notice are being sent in todays mail to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 21, 1930

Union Indemnity Company
Irving L. Webster & Company, Agents
Failing Building
Portland, Oregon

Gentlemen:

We inclose for your information a certified copy of the notice of the claim of S. S. Schell against the J. W. Peak Construction Company the original of which has been placed on file in the office of the Secretary of State. This claim is in the sum of $7,967.62 and is for rental of equipment, etc. furnished the J. W. Peak Construction Company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

ccc J. W. Peak Construction Co.

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 30, 1930

OCT [illegible] 1930

Mr. Roy A. Klein
State Highway Commission
Salem, Oregon

Attention Mr. H.B. Glaisyer, Chief Clerk

Dear Sir:

We respectfully have to advise that we received and filed as of this date a notice of claim by S. S. Schell in the sum of $7,967.62 against the Feak Construction Company for rent of materials, supplies and equipment furnished in connection with the construction of the Ochoco Highway in Wheeler and Grant Counties on the Barnhouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146.

We are enclosing herewith a certified copy of this claim for your information and files together with two additional copies, one of which may be forwarded, if desired, to the principal of the bond, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

ANSWERED
H. B. G.

October 1930

SECRETARY OF STATE,

Salem, Oregon.

Dear Sir:

NOTICE IS HEREBY GIVEN that S. S. SCHELL has a claim for material, supplies and equipment furnished to PEAK CONSTRUCTION COMPANY for use on the Ochoco Highway in Wheeler and Grant Counties on the Barnhouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, under and by virtue of an oral agreement entered into with one R. W. Shaffer, a partner and manager of Peak Construction Company, and later confirmed by written agreement on March 18, 1930, a copy of which is attached hereto, marked "Exhibit A" and made a part of this notice.

The following items are due as per the above contract:

1930

Feb 26 - Mar 26					$1139.00
Mar 26 - Apr 26					1139.00
Apr 26 - May 26	(Additional	$410	for	2 shifts)	1549.00
May 26 - Jun 26	"	$820	for	3 "	1959.00
Jun 26 - Jul 26	"	"	"	" "	1959.00
Jul 26 - Aug 26	"	$410	"	2 "	1549.00
Aug 26 - Sep 26					1139.00
Sep 26 - Oct 26					1139.00
					$11,572.00
Mar 28 Payment by R. W. Shaffer on notes of S. S. Schell to Marion Steam Shovel Co. without consent of S. S. Schell, but said S. S. Schell being willing same be deducted from amount due					3,604.38
Amount due October 26, 1930					$7,967.62

S. S. SCHELL
Claimant.

Subscribed and sworn to before me
this 30 day of Oct. 1930
E. G. YOUNG
Notary Public for Oregon
(seal) My commission expires Sept. 18, 1931

Endorsed:
October 30, 1930
HAL E. HOSS, Secretary of State
File No. 853

"EXHIBIT A."

March 18, 1930

S. S. SCHELL, of Portland, Oregon, being the owner of the personal property hereinafter described and hereinafter known as the lessor, and being agreeable to leasing said personal property to R. W. SHAFFER, J. W. FEAK and H. R. LOHRER, doing business as the Feak Construction Company, hereinafter known as the lessees, and who are agreeable to leasing and renting said property from the lessor in accordance with the terms of this agreement, said property all being located at Dayville, Oregon,

NOW THEREFORE, the lessees agree to pay to the lessor as rental for the use of said personal property as follows:

One gas electric shovel #6183, $320.00 per month for each and every month while the said property is in the possession of the lessees, said rental to be paid on a basis of one shift of eight hours; should it be used more than eight hours per day there shall be an additional rental at the rate of $410.00 per month, depending on the amount of time said shovel was used.

20 Caterpillar tractor, $150.00 per month on a basis of an eight hour shift; if used more than 8 hours for any one day it shall be paid for at the rate of 50% additional.

One Rotary Scraper No. K66, Serial 2825, $25.00 per month.

One Scarafier, serial 8165, $25.00 per month.

One Jack Hammer B.C.R.No. 163463, $15.00 per month.

Water tank and fittings, $2.00 per month.

One engine #545324 and pump, $10.00 per month.

One engine, #501245 and pump, $10.00 per month.

Typewriter and adding machine $10.00 per month.

One gas tank with pump, $750 Gallons), $12.00 per month.

One light plant on Ford Chassis, $10.00 per month.

Camp equipment, cots, blankets, etc., miscellaneous supplies $50.00 per month.

That the rental on said property shall begin with and date from February 26, 1930, and said monthly rental shall be due and payable for each and every month after said February 26, 1930, and shall continue to be payable and due for each and every month until the lessees return said property to the lessor at Portland, Oregon. That the rental shall be payable at the expiration of each and every month.

It is further agreed that in the event of the destruction or non-return of any of said personal property from any cause whatsoever, the lessees shall pay to the lessor the value of said property not returned or which is destroyed.

It is further agreed that the lessees agree to return said property to the lessor at Portland, Oregon, free from all liens and obligations of any kind or nature. Should the lessor be required to pay any costs or expense of loading or unloading or transportation of any kind on said goods, the same shall be charged to the lessees and the lessees hereby agree to pay the same.

The lessees agree to protect and save harmless the lessor against any loss by fire, flood, explosion, theft or otherwise, until said property is returned to the lessor at Portland, Oregon. The lessees agree to keep said property in the same condition as when received, it being understood that all property is in good condition, ordinary wear resulting from ordinary use alone excepted.

The lessees hereby acknowledge receipt of said goods and articles.

The lessees hereby agree to pay and reimburse the lessor for any charges incidental to breakage, shortage or damage to said property during the life of this agreement and lease.

The lessees hereby agree to keep said property in their custody as bailee at Dayville, Oregon and shall not remove the same without the lessor's consent in writing first obtained, title and ownership of said property remain in the lessor.

It is further contracted and agreed that the lessees agree to utilize said personal property for one shift only per week day and any additional time over and above one shift, additional pay shall be had as before stated.

The lessees further agree to give the lessor five days' notice in writing of the time when said property will be returned.

Any legal charges, attorney fees or other expenses which the lessor shall be put to in securing possession of this property shall be paid by the lessees and the lessor shall be reimbursed for any such expenditures.

Time is of the essence of this contract and no modifications of this contract shall be binding on the lessor.

This agreement becomes effective as of February 26, 1930.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18th day of March, 1930.

J. W. PEAK CONST. CO.
By R. W. Shaffer
S. S. SCHELL.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by S. S.Schell for rent of materials, supplies and equipment furnished in the sum of $7,967.62 against the Feak Construction Company for use in construction work on the Ochoco Highway in Wheeler and Grant Counties on the Barnhouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on October 30, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30 day of October, A. D. 1930.

Hal E Hoss
Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by S. S.Schell for rent of materials, supplies and equipment furnished in the sum of $7,967.62 against the Feak Construction Company for use in construction work on the Ochoco Highway in Wheeler and Grant Counties on the Barnhouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on October 30, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30 day of October, A. D. 1930.

Hal E Hoss
Secretary of State

#1146
35aj

PR 134D

October 31, 1930

Earl B. Moore, Lawyer
John Day, Oregon

Dear Sir:

Your letter of the 28th instant addressed to the Secretary of State in which you request a copy of the bond furnished by the Peak Construction Company in connection with the contract awarded them in the vicinity of the John Day Gorge has been referred to this department for reply.

Section 2991 of the Oregon Laws provides a way by which certified copies of information of this kind may be secured, that is by the filing of an affidavit of claim.

Thinking that you are in a hurry for a copy of the above contract we are mailing it to you herewith prior to the receipt of such an affidavit. We will expect you to file the affidavit of claim in conformance with the statutes within the next few days.

The above mentioned project is state highway contract #1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler counties. You will note that the surety on the bond is the Union Indemnity Company for whom Irving L. Webster & Company are agents with offices in the Failing Building, Portland, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

Earl B. Moore
LAWYER
GRANT COUNTY
JOHN DAY, OREGON

October 28, 1930.

Secretary of State,
Salem, Oregon.

Dear Sir:

Will you kindly send me a copy of the Bond of the Feak Construction Company as I understand they are working on the John Day Highway near the John Day Gorge and we have a claim against them?

Thanking you kindly, I am

Very truly yours,

Earl B. Moore

EBM:LB

Respectfully referred to State Highway Commission

STATE DEPARTMENT

RECEIVED
OCT 30 1930
HAL E. HOSS

ANSWERED
H. B. G.

#1146
~~3507~~

PR 1340

October 30, 1930

Union Indemnity Company
Irving L. Webster & Company, Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you as surety on the bond furnished by the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler counties, that we have today received information from the Richfield Oil Company to the effect that they have a claim against the J. W. Feak Construction Company in the sum of $19,972.75 for petroleum products furnished that company in connection with the above mentioned contract.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Feak Construction Co.

October 30, 1930

Richfield Oil Company
Twelfth Floor Northern Life Tower
Seattle, Washington

Attention: F. A. Roberts
Credit Manager.

Gentlemen:

This letter is to acknowledge receipt of yours of the 29th instant in which you inclose a copy of your notice of the indebtedness of the J. W. Feak Construction Company to you for petroleum products furnished that company in connection with the contract with the Oregon State Highway Commission for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, which claim is in the sum of $19,972.75.

In accordance with our usual practice we are today notifying the J. W. Feak Construction Company and the surety on its bond of the existence of this claim. As stated to you previously the bond was written by the Union Indemnity Company for whom Irving L. Webster & Company are local agents with offices in the Failing Building, Portland, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

COMMUNICATIONS SHOULD BE
ADDRESSED TO THE COMPANY

ALL QUOTATIONS SUBJECT
TO CHANGE WITHOUT NOTICE

Richfield Oil Company
of California
~~PORTLAND, OREGON BRANCH~~
[illegible]
[illegible]
TWELFTH FLOOR NORTHERN LIFE TOWER
SEATTLE, WASHINGTON

OFFICE OF THE
DISTRICT CREDIT MANAGER

Oct. 29, 1930

IN REPLY REFER TO
FILE________

Subject: J. W. Feak Construction Co.

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Attached hereto please find a copy of my notice of indebtedness by the J. W. Feak Construction Company, as filed with the office of the Secretary of State, of the State of Oregon. This letter is also supported by an itemized statement of our claim.

Yours very truly,

RICHFIELD OIL COMPANY OF CALIFORNIA

FA Roberts

F. A. ROBERTS
District Credit Manager

FAR:AR
Encls.

ANSWERED
H. B. G.

COMMUNICATIONS SHOULD BE
ADDRESSED TO THE COMPANY

ALL QUOTATIONS SUBJECT
TO CHANGE WITHOUT NOTICE

Richfield Oil Company
of California

~~PORTLAND, OREGON, BRANCH~~
~~P. O. BOX [illegible]~~
~~[illegible]~~
TWELFTH FLOOR NORTHERN LIFE TOWER
SEATTLE, WASHINGTON

OFFICE OF THE
DISTRICT CREDIT MANAGER

Oct. 29,1930

IN REPLY REFER TO
FILE________________

COPY

To the Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, the Richfield Oil Company of California, a Delaware corporation, has a claim for gasoline, lubricating oils, and greases, furnished in the sum of Nineteen Thousand Nine Hundred Seventy-Two Dollars and Seventy-Five Cents ($19,972.75), against the bond taken from the J. W. Feak Construction Company and the Union Indemnity Company, for the work of road construction for the State of Oregon, in the vicinity of Dayville, Oregon.

To substantiate the above claim, we attach hereto an itemized statement of this claim.

Yours very truly,

RICHFIELD OIL COMPANY OF CALIFORNIA

F. A. ROBERTS
District Credit Manager

FAR:AR
Encl.

STATEMENT

RICHFIELD OIL COMPANY

OF CALIFORNIA
PORTLAND, OREGON, BRANCH
P. O. BOX 265
LINNTON, OREGON
PHONE, UNIVERSITY 1602-3

MOTOR OILS
AND GREASES
ALL GRADES OF PETROLEUM
CRUDE AND REFINED

IMPORTANT: PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE

J. W. Peck Construction Co.

Kimberly, Oregon

NO. OF IRON BARRELS OUT.
STANDING ____ @ $ ____
EA. TOTAL ____. IRON BARRELS NOT RETURNED OR PAID FOR IN 90 DAYS ARE CHARGEABLE TO MERCHANDISE ACCOUNT.

PRICES NET—NO DISCOUNT

ALL ACCOUNTS DUE AND PAYABLE ON 10TH OF MONTH FOLLOWING DATE OF PURCHASE $

DATE	INVOICE NO.	ITEMS	CHARGES	CREDITS	BALANCE ★
1930					
Feb. 24	2484	492 gal Lube Oil	175.72		
	2485	12[illegible]# grease	95.46		
Mar. 3	2756	416 gal Diesel oil	16.56		
	2757	155 gal gas @ .16½	25.58		
8	2957	162 gal Lube oil	55.28		
	2958	50 gal Gas @ .15½	7.75		
11	3049	274 gal Lube oil	87.62		
14	3174	5 " " "	3.13		
	3175	308 " " "	108.53		
	3176	445# Grease	33.45		
24	3499	322 gal Diesel oil	15.82		
Apr. 8	4057	54 gal Valve oil	32.67		
	4058	600 gal Fuel oil	25.72		
11	4169	436 gal Diesel & fill. charge	21.35		
19	4440	4090 gas @ .13½	552.15		
	Pnd 203	4090 " " "	552.15		
	" 204	4090 " " "	552.15		
	" 205	4090 " " "	552.15		
	" 206	Freight,gas,meter	171.89		
22	4508	49.52 F.O & Fills.chg	74.47		
	Pnd 217	Freight,gas,Mayville	184.05		
	" 218	" " "	184.05		
	4550	4090 gal Gas @ .13½	552.15		
25	4616	29.75 F.O.&Fill.chg	44.73		
28	4696	4094 gas @ .15½	634.57		
30	4760	14.9 F.O.& Fill.chg.	24.79		
May 1	4816	163 gal Lube oil	58.07		
	4817	8.6 F.O. & Fill chg.	12.96		
2	4846	18.5 " " " "	27.85		

STATEMENT FROM RICHFIELD OIL COMPANY OF CALIFORNIA ★ PAY LAST AMOUNT IN BALANCE COLUMN

G.O. 916
10611

STATEMENT

RICHFIELD OIL COMPANY

OF CALIFORNIA
PORTLAND, OREGON, BRANCH
P. O. BOX 265
LINNTON, OREGON
PHONE, UNIVERSITY 1602-3

MOTOR OILS
AND GREASES

ALL GRADES OF PETROLEUM
CRUDE AND REFINED

IMPORTANT: PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE

#2

J. [illegible]. Peak Construction Co.
Kimberly, Oregon.

NO. OF IRON BARRELS OUTSTANDING ____ @ $ ____ EA. TOTAL ____. IRON BARRELS NOT RETURNED OR PAID FOR IN 90 DAYS ARE CHARGEABLE TO MERCHANDISE ACCOUNT.

PRICES NET—NO DISCOUNT

ALL ACCOUNTS DUE AND PAYABLE ON 10TH OF MONTH FOLLOWING DATE OF PURCHASE $____

DATE	INVOICE NO.	ITEMS	CHARGES	CREDITS	BALANCE ★
May 3	P&D 250	Motor, freight, insurance	215.37		
5	4941	632 gal. lube oil	209.72		
	4942	2.5 F.O. & Fill,Chg.	3.75		
8	P&D 267	Fairbanks-Morse invoice	115.70		
9	5122	4090 gal gasoline @ 15½	633.95		
	5136	Fuel oil & fill. chg.	29.78		
13	P&D 277	Freight gas Dayville	368.10		
17	5405	14.78 F.O. & Fill.chg.	22.26		
	5406	27.25 " "	40.98		
19	5438	4067 gal gasoline @ 15½	630.39		
21	5537	13.61 F.O. & Fill. chg.	20.47		
23	5626	312 gal lube oil	112.29		
	5627	407 # grease	37.65		
24	5676	210 Diesel & fill chg.	10.36		
27	5736	12.33 F.O. & fill chg.	18.56		
	P&D 338	Freight gas Dayville	184.05		
28	5789	30.95 F.O. & Fill chg.	46.56		
29	5837	26.00 "	39.10		
31	5877	30.95 "	46.55		
June 2	5916	4090 gal gasoline @ 15½	633.95		
3	5975	4.95 F.O. & Fill. chg.	7.45		
5	6083	6.19 "	9.32		
	6084	266 gal Diesel & fill.chg	13.09		
	P&D 353	Freight gas Dayville	183.01		
9	6207	18.57 F.O. & Fill chg.	27.93		
10	6245	4100 gal gasoline @ 15½	635.50		
	6262	227 # grease	17.03		
	6263	21.30 F.O. & Fill chg.	32.62		

STATEMENT FROM RICHFIELD OIL COMPANY OF CALIFORNIA ★ PAY LAST AMOUNT IN BALANCE COLUMN

G.O. 916
10611

#1141

STATEMENT

RICH[illegible]D OIL COMPANY

OF CALIFORNIA

PORTLAND, OREGON, BRANCH

P. O. BOX 265

LINNTON, OREGON

PHONE. UNIVERSITY 1602-3

MOTOR OILS AND GREASES

ALL GRADES OF PETROLEUM CRUDE AND REFINED

IMPORTANT: PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE

#3

J. W. Peak Construction Co.
Kimberly, Oregon

NO. OF IRON BARRELS OUTSTANDING ____ @ $ ____ EA. TOTAL ____. IRON BARRELS NOT RETURNED OR PAID FOR IN 90 DAYS ARE CHARGEABLE TO MERCHANDISE ACCOUNT.

PRICES NET—NO DISCOUNT

ALL ACCOUNTS DUE AND PAYABLE ON 10TH OF MONTH FOLLOWING DATE OF PURCHASE $

DATE	INVOICE NO.	ITEMS	CHARGES	CREDITS	BALANCE ★
June 12	PAD 422	Freight,gas,Dayville	184.05		
14	6394	Coupon books	40.00		
	6424	13.61 F.O. & Fill chg	20.47		
	6425	47.14 " "	71.85		
	6426	18.57 " "	27.93		
	6427	264 Diesel " "	13.01		
17	6517	49.52 F.O.& " "	74.47		
	6518	29.71 " " "	44.68		
18	6570	4048 gal Gas @ .12½	506.10		
20	PAD 460	Freight,gas,Dayville	184.50		
	6660	24.76 F.O.&Fill.chg.	37.24		
21	6699	10 gal lube oil	4.00		
	6700	9.90 F.O.& Fill.chg.	14.89		
	6701	304 gas @ .12½	41.00		
	6702	27.23 F.O. & Fill chg	40.95		
	6703	319 gal lube oil	109.44		
	6704	813# grease	63.29		
	6709	68.09 F.O.& Fill chg.	102.40		
23	6742	26.00 " " "	39.10		
25	6824	4525 gal Gas @ .12½	565.63		
	6825	28.47 F.O.&Fill chg	42.82		
27	6929	13.61 " "	20.47		
30	6948	33.42 " "	50.26		
July 1	7039	27.23 " "	[illegible].95		
5	7224	109 gal lube oil	[illegible]		
	7225	54.47 F.O. & Fil	[illegible]1.92		
8	PAD 561	Freight,gas,Dayv	[illegible]84.05		
	" 562	" " "	[illegible]3.05		
	" 563	" " "	103.05		
9	7358	4075 gal gas @ .12½	509.38		
	PAD 565	119 fuel oil barrels	166.60		

G.O. 216
10611

STATEMENT

RICHFIELD OIL COMPANY

OF CALIFORNIA
PORTLAND, OREGON, BRANCH
P. O. BOX 265
LINNTON, OREGON
PHONE, UNIVERSITY 1602-3

MOTOR OILS
AND GREASES
ALL GRADES OF PETROLEUM
CRUDE AND REFINED

IMPORTANT: PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE

#4

J.W. Fear Construction Co.

Kimberly, Oregon

NO. OF IRON BARRELS OUTSTANDING ____ @ $ ____ EA. TOTAL ____. IRON BARRELS NOT RETURNED OR PAID FOR IN 90 DAYS ARE CHARGEABLE TO MERCHANDISE ACCOUNT.

PRICES NET—NO DISCOUNT

ALL ACCOUNTS DUE AND PAYABLE ON 10TH OF MONTH FOLLOWING DATE OF PURCHASE $ ____

DATE	INVOICE NO.	ITEMS	CHARGES	CREDITS	BALANCE ★
July 10	7407	29.71 Fuel oil	44.68		
14	7544	48.28 " " &Fill.chg	72.61		
15	7599	Coupon books	40.00		
18	7723	32.19 F.O.&Fill.chg.	48.41		
	7724	270 gal diesel	13.25		
	7725	2.47 F.O.& Fill chg.	3.72		
	7726	220 gal Richlube Hvy	154.00		
	7731	4100 gas @ .15½	635.50		
	Pad 624	Freight,gas,Dayville	163.57		
21	7796	30.95 F.O.&Fill.chg.	46.55		
23	7891	12.38 " " " "	18.62		
26	8020	33.44 " " " "	50.28		
	8021	27.24 " " " "	40.96		
28	8091	4090 gas @ .15½	633.95		
30	Pad 676	Freight,gas,Dayville	184.50		
Aug. 1	8251	29.71 F.O.& Fill chg	44.68		
	8252	100# Cup grease	9.36		
	8253	33.43 F.O. & Fill chg	50.27		
2	Pad 705	To.adj.a/c gas price	4770.95		
4	" 715	" " " oil price	435.47		
	8329	8.66 F.O & Fill chg	13.03		
7	8461	34.66 " " "	52.13		
	8464	12.38 " " "	18.62		
	8467	4080 gal Gas @ .26	1060.80		
11	8603	18.57 F.O. & Fill chg	27.93		
12	Pad 751	Freight,gas,Dayville	307.65		
18	8865	14.85 F.O. & Fill chg.	22.34		
19	8924	4080 gal gas @ .26	1060.80		
21	8975	8.67 F.O.&Fill.chg.	13.04		
	9003	100# Pinion grease	6.25		

STATEMENT FROM RICHFIELD OIL COMPANY OF CALIFORNIA ★ PAY LAST AMOUNT IN BALANCE COLUMN

G.O. 816
10811

STATEMENT

RICHFIELD OIL COMPANY

OF CALIFORNIA
PORTLAND, OREGON, BRANCH
P. O. BOX 265
LINNTON, OREGON
PHONE, UNIVERSITY 1602-3

MOTOR OILS
AND GREASES
ALL GRADES OF PETROLEUM
CRUDE AND REFINED

RICHFIELD
GASOLINE OF POWER

1·

IMPORTANT: PLEASE DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE

#5

J. [illegible]. Peak Construction Co.

Kimberly, Oregon.

NO. OF IRON BARRELS OUTSTANDING ____ @ $ ____ EA. TOTAL ____. IRON BARRELS NOT RETURNED OR PAID FOR IN 90 DAYS ARE CHARGEABLE TO MERCHANDISE ACCOUNT.

PRICES NET—NO DISCOUNT

ALL ACCOUNTS DUE AND PAYABLE ON 10TH OF MONTH FOLLOWING DATE OF PURCHASE $____

DATE	INVOICE NO.	ITEMS	CHARGES	CREDITS	BALANCE ★
Aug.22	9040	7.43 F.O.& Fill chg.	11.17		
23	9084	27.14 " " "	40.85		
	9085	55.1 gal lube oil	23.69		
27	9215	413 # High Press.grease	57.20		
	9219	6.19 F.O. & Fill chg	9.31		
29	9316	17.33 " " " "	26.06		
Sept.2	9412	4090 gas @ .26	1063.40		
8	C-1410	Cancel freight chgs.		2924.68 ✓	
9	9772	4090 gas @ .26	1063.40		
15	10033	110 gal lube oil	88.00		
30	10638	5 " " "	1.98		
Oct. 3	10819	4080 gas @ .26	1101.60		
21	C-1605	Transfer to misc.acct.		982.36 ✓	
23	C-1616	Transfer to misc.acct.		3049.46	
		(Gas.Oil.& Grease)			
					19,972.75

STATEMENT FROM RICHFIELD OIL COMPANY OF CALIFORNIA ★ PAY LAST AMOUNT IN BALANCE COLUMN

G.O. 816
10611

134-D

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 134-D

Post Office Building
Portland, Oregon.

Oct. 29, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L J Caufield
L. J. Caufield
Highway Engineer.

P.S. An approved copy of the Specifications for this project is also enclosed, also the approved estimate upon which was based the modified project agreement.

Ton

ral Aid Project No. 134, Section D

Appv 6796

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 7, 1930, by the State Highway Commission of Oregon, and on May 15, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 134, Section D; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section D to provide for the construction of a bridge of over 20 ft. clear span .028 of a mile in length over Rock Creek, between Stations 1475+25 and 1476+75, thereby increasing the net length of the project from 9.933 miles to 9.961 miles; and by reason thereof has requested that the estimate of cost approved for said Section D be increased from $206,422.15 to $223,186.15, and that the Federal funds approved and set side to the credit of said Section D be increased from $127,915.72 to $138,347.95:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section D be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred thirty-eight thousand, three hundred forty-seven and 95/100 dollars ($138,347.95) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:
>
> Between survey station 1181+02.9 at the east end of Section C of said project, and survey station 1705+82.8 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T.12 S., R.26 E., W.M., terminal points, a distance of 9.961 miles, known locally as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties, being Section D of Oregon Federal Aid Project No. 134, consisting of 9.915 miles of roadway and two bridges of more than 20 ft. clear span 0.046 of a mile in length."

Paragraph (c) of Article III shall be and is hereby stricken out.

Paragraph (b) of Article III shall read:

> "(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $202,657.95, Federal Aid $125,573.26; two bridges, approved estimate $20,528.20, Federal Aid $12,774.69."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one hundred thirty-eight thousand, three hundred forty-seven and 95/100 dollars ($138,347.95), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred twenty-three thousand, one hundred eighty-six and 15/100 dollars ($223,186.15), the approved total estimated cost of Section D of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the ninth day of September, 1930, and the Secretary of Agriculture on the 15th day of October, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By____________________
Member, State Highway Commission

By____________________
Member, State Highway Commission

Actg C F Marvin
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 134, Section D.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a rural post road between **survey station 1151+02.9 at the east end of Section C of said project, and survey station 1785+82.2 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T.12 S., R.26 E., W.M.,** locally known as **the Barnhouse-Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties,** and designated in the records of this Department as **Section D of** Project No. **134**, State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $ **223,186.15 in lieu of the $127,915.72 approved by Certificate of May 15, 1930** as the total estimated cost of **Section D of** said project, and the sum of $ **131,347.95** as the share of the United States, payable under said acts on account of **Section D of** such project, which does not exceed **the authorized Federal pro rata share** ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 15th day of October one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

CWMarvin
Acting *Secretary of Agriculture.*

CWB

GOVERNMENT PRINTING OFFICE 8—4520

#1145

35PJ

PR134D

October 29, 1930

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Dear Sir:

We hand to you herewith a copy of a notice that we have today received from the Puget Sound and Alaska Powder Company in which we are advised of their claim in the sum of $17,150.93 against the J. W. Peck Construction Company being for explosives and blasting accessories furnished that company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Peck Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc Peck & Kinerson
Box 894
Hoquiam, Washington

October 29, 1930

Puget Sound and Alaska Powder Company
307 Pioneer Building
Seattle, Washington

Attention: H. G. Beales

Gentlemen:

This acknowledges receipt of your letter of the 27th instant in which you inclose your affidavit of claim against the J. W. Feak Construction Company being in the sum of $17,130.95 for explosives and blasting accessories furnished the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

In accordance with the usual practice we are today calling this matter to the attention of the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

HOBART, Vice Pres
H. G. BEALES, Secy-Treas

Puget Sound and Alaska
POWDER
Company

ACTURERS
OF
VULCAN
KICK IN EVERY STICK
STUMPING POWDERS AND DYNAMITE
FOR
LAND CLEARING ROAD WORK
COAL MINING AND ROCK WORK

SALES OFFICE
307 PIONEER BUILDING
SEATTLE
PHONE MAIN 5110
PORTLAND OFFICE
918 BOARD OF TRADE BLDG.
PHONE ATWATER 8824
SPOKANE OFFICE
501 ROOKERY BLDG.
PHONE MAIN 1827

ADDRESS
REPLY TO

Seattle, Washington
October 27,1930

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. H. B. Glaisyer

Gentlemen:

FEAK CONSTRUCTION COMPANY
Barnhouse Ranch-Picture
Gorge Section of Ochoco
Highway.

We enclose claim in the sum of $17130.93 against Feak Construction Company and their bondsmen, the Union Indemnity Company, (Irving Webster Company, agents) for explosives and blasting accessories furnished and used on the above contract.

Kindly file this claim and acknowledge receipt of same.

Very truly yours

PUGET SOUND & ALASKA POWDER CO.

By H. G. Beales

Secretary-Treasurer

HGB:CDR
ENC.

ANSWERED
H. B. G.

TO State of Oregon Highway Commission, Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned PUGET SOUND & ALASKA POWDER COMPANY has a claim in the sum of $17,130.93 (Seventeen thousand one hundred thirty and 93/100 dollars) against Feak Construction Company and against the bond taken from Union Indemnity Company (Irving-Webster & Company, agents) for the work of construction of Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

Said claim is for explosives and blasting accessories furnished and used on this work.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to the above item undersigned claims the sum of $1500.00 (Fifteen hundred dollars) as an attorney's fee, and the sum of $150.00 (One hundred fifty dollars) to defray costs of said action.

PUGET SOUND & ALASKA POWDER COMPANY

By H. G. Beales.

Secretary-Treasurer

Subscribed and sworn to before me this 27 day of October 1930.

Frances E. Watson

Notary Public in and for the
State of Washington residing
at Seattle, Washington.

~~#1144~~
3385

PR 1340

N. S. & C. L. NELSON

October 27, 1930

10-26-30

N. S. and C. L. Nelson
Fossil, Oregon

Gentlemen:

We acknowledge receipt of your letter of the 26th instant in which you advise us of your claim in the sum of $514.14 against the J. W. Peak Construction Company for lumber furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, and more particularly in connection with the construction of the Rock Creek Bridge under this contract.

In connection with this contract the J. W. Peak Construction Company were required to furnish a surety bond to the State for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company, for whom Irving L. Webster & Company are local agents with offices in the Failing Building, Portland, Oregon. We offer this bond to you for the protection of your claim and would suggest that you file your claim with the above mentioned surety company.

Would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Section [illegible] of the Oregon laws, a mimeographed copy of which we inclose for your ready reference.

If you secure no satisfaction by taking this matter up with the surety company you still have recourse to action in the courts against the contractor and the bonding company.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

N. S. & C. L. NELSON
MANUFACTURERS AND DEALERS IN
ALL KINDS OF ROUGH AND DRESSED LUMBER
"ONE BOARD OR A CARLOAD"
FOSSIL, OREGON

10-26-30

State Highway Comm.
Salem Ore:

Gentlemen:

During the spring and summer we furnished lumber to the Fleak Construction Co: Near Dayville. to be used in bridge building on their Rock Creek job:

They Payed a Part of the amount, but are unable to pay the balance, amounting to $514.14

One of the officials at the Camp, told us yesterday to file our Claim for the amt.

Will you Kindly Advise us, as to what steps to take in the Matter, so we Can Make ourselves safe: Thanking you,

We are,

Yours Truly
N.S. & C L Nelson
By C L Nelson

ANSWERED
H. B. C.

#1146
35PJ

PR134Q

October 23, 1930

Union Indemnity Company
Irving L. Webster & Co., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice from Platt, Platt, Fales, Smith and Black, Attorneys of Portland, that the Electric Steel Foundry has a claim in the sum of approximately $2,000.00 against the J. W. Feak Construction Company for materials furnished that Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:B

cc J. W. Feak Const. Co.

October 23, 1930

Platt, Platt, Fales, Smith & Black
Attorneys and Counselors at Law
Platt Building
Portland, Oregon

Gentlemen:

Responding to your request of the 22nd instant we hand to you herewith a certified copy of the contract and bond between the State and the J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

In conformance with the Oregon statutes certified copies of contracts and bonds may be secured upon the filing of an affidavit of claim of the claimant. The certified copy requested is being sent to you prior to the receipt of this affidavit but we will expect you to file the affidavit within the next few days.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

HARRISON G. PLATT
ROBERT TREAT PLATT
PALMER L. FALES
ISHAM N. SMITH
ARTHUR D. PLATT
GEORGE BLACK, JR.

PLATT, PLATT, FALES, SMITH & BLACK
ATTORNEYS AND COUNSELORS AT LAW
PLATT BUILDING
PORTLAND, OREGON

ADDRESS ALL
COMMUNICATIONS
TO THE FIRM

RECEIVED
OCT 2
OREGON

SUBJECT: Electric Steel Foundry claim

October
22 nd
19 30

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are attorneys for Electric Steel Foundry, which has a claim in the sum of approximately $2,000.00 against J. W. Feak Construction Company for materials furnished in connection with the construction of the Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway.

We understand that the contractor furnished a bond written by the Union Indemnity Company on this job.

Will you kindly send us, as quickly as you can, a copy of this bond together with statement for your services? We will remit check promptly.

Very truly yours,

Platt Platt Fales Smith & Black.

GB:GG

ANSWERED
H. B. C.

#1146
35?J

PR 134 D

October 20, 1950

Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Attention: F. S. Senn

Gentlemen:

This acknowledges receipt of your letter of the 18th instant in which you inclose a notice of the claim of S. S. Sch[illegible]l against the J. W. Feak Construction Company being in the sum of $7,967.62 for the rental of equipment to the J. W. Feak Construction Company used in connection with their contract #1146 for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

We are making this claim a matter of record in the files of this particular project. In accordance with Section 2991 of the Oregon Laws however your notice should be filed with the Secretary of State in order to protect the claimant on the bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 20, 1930

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a letter from Senn & Recken, lawyers at Portland, in which they inclose the affidavit of the claim of S. S. Schell against the J. W. Feak Construction Company being for equipment rented this company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties. The amount of this claim is $7,967.62.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Feak Construction Co.

L. A. RECKEN

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE ATWATER 0872

PORTLAND, OREGON

Oct.18,1930

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We enclose you claim of S. S. Schell against J. W. Feak, H. R. Lohrer and R. W. Shaffer, doing business as Feak Construction Company, being for rental due on machinery and equipment in the matter of the highway improvement of the Barnshouse Ranch - Picture Gorge Section, Project No.236, Contract No. 1146, located in Wheeler and Grant Counties, Oregon.

Very truly yours,

FSS:M

[illegible]
OCT 2[illegible]
OREGON
[illegible]

ANSWERED
H. B. [illegible]

October 18, 1930

STATE OF OREGON HIGHWAY COMMISSION,
Salem, Oregon.

GENTLEMEN:

NOTICE IS HEREBY GIVEN that S. S. SCHELL has a claim for material, supplies and equipment furnished to FEAK CONSTRUCTION COMPANY for use on the Ochoco Highway in Wheeler and Grant Counties on the Barnshouse Ranch-Picture Gorge Section, Project No. 1236, Contract No. 1146, under and by virtue of an oral agreement entered into with one R. W. Shaffer, a partner and manager of Feak Construction Company, and later confirmed by written agreement on March 18, 1930, a copy of which is attached hereto, marked "Exhibit A" and made a part of this notice.

The following items are due as per the above contract:

1930

Feb 26 - Mar 26		$1139.00
Mar 26 - Apr 26		1139.00
Apr 26 - May 26	(additional $410 for 2 shifts)	1549.00
May 26 - Jun 26	" $820 " 3 "	1959.00
Jun 26 - Jul 26	" " " " "	1959.00
Jul 26 - Aug 26	" $410 " 2 "	1549.00
Aug 26 - Spt 26		1139.00
		$10,433.00
Mar 28 Payment by R. W. Shaffer on notes of S.S. Schell to Marion Steam Shovel Co. without consent of S.S.Schell, but said S.S.Schell being willing same be deducted from amount due		3,604.38
Amount due September 26, 1930		$6,828.62
Set 26 - Oct 26		1,139.00
Amount due October 26		7,967.62

S. S. Schell
Claimant.

Subscribed and sworn to before me this 18th day of October, 1930.

W. E. Cameron
NOTARY PUBLIC FOR OREGON
My Commission Expires 5/31/33

EXHIBIT A.

March 18, 1930

S. S. SCHELL, of Portland, Oregon, being the owner of the personal property hereinafter described and hereinafter known as the lessor, and being agreeable to leasing said personal property to R. M. SHAFFER, J. W. FEAK and H. R. LOHRER doing business as the Feak Construction Company, hereinafter known as the lessees, and who are agreeable to leasing and renting said property from the lessor in accordance with the terms of this agreement, said property all being located at

NOW THEREFORE, the lessees agree to pay to the lessor as rental for the use of said personal property as follows;

One gas electric shovel, #6183, $820.00 per month for each and every month while the said property is in the possession of the lessees, said rental to be paid on a basis of one shift of eight hours; should it be used more than eight hours per day there shall be an additional rental at the rate of $450.00 per month, depending on the amount of time said shovel was used.

20 Caterpillar tractor, $150.00 per month on a basis of a ten hour shift; if used more than 10 hours for any one day it shall be paid for at the rate of 50% additional.

One Rotary Scraper No. X66, Serial 2825, $25.00 per month.

One Scarafier, serial 8165, $25.00 per month.

One Jack hammer B.C.R. No. 163463, $15.00 per month.

Water tank and fittings, $2.00 per month.

One engine # 545324 and pump, $10.00 per month.

One engine, #501245 and pump, $10.00 per month.

Typewriter and adding machine, $10.00 per month.

One gas tank with pump, (750 Gallons), $12.00 per month.

One light plant on Ford chassis, $10.00 per month.

Camp equipment, cots, blankets, etc., miscellaneous supplies, $50.00 per month.

That the rental on said property shall begin with and date from February 26, 1930, and said monthly rental shall be due and payable for each and every month after said February 26, 1930, and shall continue to be payable and due for each and every month until the lessees return said property to the lessor at Oregon. That the rental shall be payable at the expiration of each and every month.

It is further agreed that in the event of the destruction or non-return of any of said personal property from any cause whatsoever, the lessees shall pay to the lessor the value of said property not returned or which is destroyed.

It is further agreed that the lessees agree to return said property to the lessor at Oregon, free from all liens and obligations of any kind or nature. Should the lessor be required to pay any costs or expense of loading or unloading or transportation of any kind on said goods, the same shall be charged to the lessees and the lessees hereby agree to pay the same.

The lessees agree to protect and save harmless the lessor against any loss by fire, flood, explosion, theft or otherwise, until said said property is returned to the lessor at
The lessees agree to keep said property in the same condition as when received, it being understood that all property is in good condition, ordinary wear resulting from ordinary use alone excepted.

The lessees hereby acknowledge receipt of said goods and articles.

The lessees hereby agree to pay and reimburse the lessor for any charges incidental to breakage, shortage or damage to said property during the life of this agreement and lease.

The lessees hereby agree to keep said property in their custody as bailee at

and shall not remove the same without the lessor's consent in writing first obtained, title and ownership of said property to remain in the lessor.

It is further contracted and agreed that the lessees agree to utilize said personal property for one shift only per week day and any additional time over and above one shift, additional pay shall be had as before stated.

The lessees further agree to give the lessor five days' notice in writing of the time when said property will be returned.

Any legal charges, attorney fees or other expenses which the lessor shall be put to in securing possession of this property shall be paid by the lessees and the lessor shall be reimbursed for any such expenditures.

Time is of the essence of this contract and no modifications of this contract shall be binding on the lessor.

This agreement becomes effective as of February 26, 1930.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18th day of March, 1930.

J. W. FEAK CONS'T CO. (SEAL)

By R. W. SHAFFER (SEAL)

S. S.SCHELL (SEAL)

(SEAL)

#1146
35PJ

PR 1342

October 18, 1930

Union Indemnity Company
Irving L. Webster Co., Inc.
Failing Building
Portland, Oregon

Attention: M. L. Gilbert

Gentlemen:

At the request of the Secretary of State, we are handing you herewith a copy of the notice of the claim of the Union Oil Company of California against the J. W. Feak Construction Company, the original of which has been filed in the Secretary of State's office. This claim is in the sum of $273.05 and is for oil products furnished the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

cc J. W. Feak Construction Co.

STATE OF OREGON

October 18, 1930

Mr. Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Z Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 17th instant enclosing three copies of the notice of the claim of the Union Oil Company of California against the J. W. Feak Construction Company, same being in the sum of $273.05 for petroleum products furnished the J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

We are today forwarding copies of this notice to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
OCT 18 '30
OREGON
STATE HIGHWAY COMMISSION

October 17, 1930

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from the Union Oil Company of California and filed as of the 14th inst., a notice of claim for products furnished in the sum of $273.05 against the Feak Construction Company, for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, State Highway Contract No. 1146.

We are enclosing a copy of the notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

UNION OIL COMPANY OF CALIFORNIA

Atwater 9521

602-621 Yeon Building
Portland, Oregon

October 11 , 1930

Mr. Hal E. Hoss, Secretary of State,
State Capitol Building,
Salem, Oregon.

Dear Sir:

RE: FEAK CONSTRUCTION COMPANY
State Highway Contract #1146
Condon Account
Delinquent Balance - $273.05

We hereby formally file our claim against the Feak Construction Company for $273.05, covering our products delivered to said Company, used in the completion of their contract No. 1146 with the State Highway Department. This contract covered the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

A stamped, self-addressed envelope is enclosed for your convenience in acknowledging receipt of our filing.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. SCHATTNER

District Manager

PJO:R

ENDORSED:
File No.849
Filed October 14, 1930, HAL E. HOSS, Secretary of State.

PR 134D

October 18, 1930

Union Indemnity Company
Irving L. Webster Co. Inc.
Failing Building,
Portland, Oregon

Attention: M. L. Gilbert

Gentlemen:

This letter is to inform you that we have today received information from the Electric Steel Foundry Company of Portland to the effect that they have a claim against J. W. Feak Construction Company in the sum of $1,987.09 for materials furnished that Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc J. W. Feak Construction Co.

October 18, 1930

Electric Steel Foundry Company
24th & York Streets
Portland, Oregon

Gentlemen:

This letter is to acknowledge receipt of yours of the 17th instant in which you advise us of your claim in the sum of $1,987.09 against the J. W. Peak Construction Company for materials furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

In connection with this project the contractor was required to furnish a bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Irving L. Webster, Inc. are local agents, with offices in the Failing Building, Portland. We would suggest that you take the matter of your claim up with the agent of the bonding company. If you do not secure satisfaction by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State, in accordance with Section 2991 of the Oregon laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

IC STEEL FOUNDRY COMPANY
24th & York Streets Portland, Oregon
ESCO

October 17,1930.

RECEIVED
OCT 18 1930
OREGON
STATE HIGHWAY COMM

Oregon State Highway Commission,
Salem, Oregon.

Att'n MR. H. B. GLAISYER:

We have an account with the Feak Construction Company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway, amounting to $1987.09, covering material furnished on this job and, as we have been unable to obtain any definite advice from Feak as to when they will be able to make payment, we would like to file a claim with the State on this job and would appreciate it if you would refer us to the proper parties, so that we could proceed with this filing.

Thanking you for your attention to this, we are,

Yours very truly,

ELECTRIC STEEL FOUNDRY CO.

By Herman Cohen

HC:AM

ANSWERED
H. B. G.

#1146
358J

PR 134Q

October 17, 1930

Union Indemnity Company
405 Failing Building
Portland, Oregon

Attention: L. N. Gilbert

Gentlemen:

This letter is to inform you that we have today received information to the effect that the Berbon Construction Company has a claim against the J. W. Peak Construction Company in the sum of $404.75 being for supplies furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Peak Construction Co.

r atio
a claim a

October 17, 1930

Derbon Construction Company
Alaska Building
Seattle, Washington

Gentlemen:

Your letter of the 14th instant addressed to Mr. C.E. Stricklin, State Engineer, concerning your claim against the J. W. Feak Construction Company in the sum of $404.73 has been referred to this department for reply since it concerns a contract of this department.

The contract to which you refer is State Highway Contract #1146, awarded to the J.W. Feak Construction Company by the State Highway Commission on January 16, 1930. This contract is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

In connection with this contract the J. W. Feak Construction Company was required to furnish a bond to the State for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Irving L. Webster is local Agent with offices in the Failing Building, Portland, Oregon. We offer this bond to you for the protection of your claim. Since you have been unable to secure satisfaction by taking the matter up with the contractor we would suggest that you appeal to the surety on this bond. If you do not then secure satisfaction you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

TORS OF DAMS, CANALS, HI   AND RAILWAYS

DERBON CONSTRUCTION COMPANY
INCORPORATED

ALASKA BUILDING
SEATTLE, WASHINGTON

October 14-1930

RECEIVED
OCT 17 1930
OREGON
HIGHWAY

C.E.Stricklin,
State Engineer,
Salem, Oregon.

Dear Sir:

Relative to enclosed bill against the J.W.Feak Construction Company- amount $ 404.73:

Repeated efforts towards collection have brought no results hence we are filing same with you as a claim, same being supplies furnished the Feak Construction Co for work being performed under their contract with Oregon State near Dayville-Kimberly.

Kindly acknowledge receipt and oblige.

Yours truly,

Derbon Construction Company

By. J B Bonny Pres.

ANSWERED
H. B. G.

RS OF DAMS, CANALS, HI [illegible] AND RAILWAYS

DERBON CONSTRUCTION COMPANY
INCORPORATED

ALASKA BUILDING
SEATTLE, WASHINGTON

October 10th-1930

J.W.PEAK CONSTRUCTION COMPANY
KIMBERLY, OREGON.

TO. DERBON CONSTRUCTION COMPANY,
1008 ALASKA BLDG, SEATTLE, WASH.

1930					DR.
March	20th.	1	150 # Anvil	.08	12.00
March	26	1	I.R.S.70 Drifter		66.65
"	26	60 ft	234# 1¼" R.H.Drill Steel	.06	14.04
May	28	12	Lanterns	.10	1.20
"	28	3	Conc.Wheelbarrows	3.00	9.00
"	28	2	Milburn Lights	10.00	20.00
"	28	1	Doz.Picks	.25	3.00
"	28	1	Air Drill-Little Giant		25.00
"	28	1	I.R. Riveting Hammer		15.00
"	28	1	Carb.Wheel & Frame		5.00
"	28	3	Crow Bars	1.00	3.00
"	28	50 ft	1" Air Hose	.10	5.00
"	28	1	35 Ton Duff Jack		50.00
"	28	2	Rolls Belting	15.00	30.00
"	28	1	Swage Block		10.00
"	28	1	18# Hammmer		1.00
"	28		1/4" Drill Steel		
		1	2 Ft 1 12 Ft		
		1	4 " 1 14 "		
		1	6 " 1 16 "		
		1	8 " 1 18 "		
"	28	1	10 " 90 ft-351#	.06	21.06
			Parts for I.R. S.70 Drifter		
		1	C 58		8.50
		2	C 64	1.62½	3.25
		1	C 65		19.00
		1	C 59		5.75
		1	C 94		12.38
		4	Ratchets & Pawls	6.35	25.40
"	28	1	Bar Babbitt		1.00
"	28	3	Bars Solder	1.00	3.00
"	28	1	Box Belt Lacing Metal		.50
"	28	200 ft	1" Air Hose	.10	20.00
"	28	5	Manifolds	2.50	12.50
"	28	2	Spuds	1.00	2.00
"	28	16	Hack Saw Blades		.50
					$ 404.73

#1146
358J

PR1342

October 17, 1930

Union Indemnity Company
Failing Building
Portland, Oregon

Attention: L. M. Gilbert

Gentlemen:

This letter is to inform you that we have today received information from the Standard Grocery Company of Tacoma, Washington, to the effect that J. W. Feak Construction Company are indebted to them in the sum of $630.18 for groceries furnished them and used in connection with the contract of the above mentioned contractor for the construction of the Barnhouse Ranch-Picture Gorge section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

cc J. W. Feak Construction Co.

October 17, 1930

Standard Grocery Company
614 Puyallup Ave.
Tacoma, Washington

Attention: Mr. O. Lindberg

Gentlemen:

We acknowledge receipt of your letter of the 16th instant in which you advise us of your claim in the sum of 630.18 against the J. W. Peak Construction Company for groceries furnished that company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, Oregon.

In connection with this contract, the contractor was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. The bond may not be liable for the payment of claims incurred for payment of groceries used on this work. However, it would be well for you to take the matter up with the surety on the bond to ascertain the attitude of the bonding company toward it.

The bond in question was written by the Union Indemnity Company, for whom Irving L. Webster and Company are agents, with offices in the Failing Building, Portland, Oregon. In the event that you can secure no satisfaction from the bonding company then you still have recourse to action in the courts and should file notice of your claim with the Oregon Secretary of State in conformance with the provisions of Section 2991 of the Oregon Laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

STATEMENT

STANDARD GROCERY COMPANY

STANDARD SERVICE SATISFIES

WHOLESALE GROCERS
614 PUYALLUP AVE.
PHONE MAIN 1128

TACOMA, WASH., Oct. 16, 1930

J. W. Feak Construction Co.,
Kimberly, Oregon.

DATE	DEBIT	CREDIT	BALANCE
	.00		
APR 2 9	34.77		
APR 2 9	52.84		
APR 2 9	154.86		
APR 2 9	128.50		
APR 2 9	146.64		
APR 2 9	76.87		
APR 2 9	50.48		
	APR 2 9	14.78 –	630.18

RECEIVED
OCT 17 19
OREGON
STATE HIGHWAY COMMISSION

ALL BILLS DUE WEEKLY INTEREST ON PAST DUE ACCOUNTS

ANSWERED
H. B. G.

PHONES: MAIN 1128
MAIN 1129

MPANY

IES

RECEIVED
OCT 17 19
OREGON
STATE HIGHWAY

16, 1930

of account
ceries used on
e Barnhouse
d Wheeler

nd as we
nd can get no
it if you
t this account
ainst said job.

appreciated.

ERY COMPANY,

ANSWERED
H. B. G.

BERG, Pres.

PHONES: MAIN 1128
MAIN 1129

STANDARD GROCERY COMPANY

STANDARD SERVICE SATISFIES

WHOLESALE GROCERS
614-16-18 PUYALLUP AVE.
TACOMA, WASHINGTON

RECEIVED
OCT 17 19
OREGON
STATE HIGHWAY

October 16, 1930

State Highways Department,
Salem, Oregon,

Gentlemen:

We are enclosing herewith statement of account for the J. W. Peak Construction Co., for groceries used on the Highway Construction job at Picture Gorge Barnhouse Ranch, Section of Ochoco Highway in Grant and Wheeler Counties, Oregon.

This account is now long past due and as we have been unsuccessful in collecting same, and can get no satisfaction from them, we would appreciate it if you would advise us what steps to take to collect this account or what procedure to take to place a lien against said job.

Your prompt answer will be greatly appreciated.

Yours truly,

STANDARD GROCERY COMPANY,

H/P

By

ANSWERED
H. B. G.

ANSWERED
H. B. G.

#1146
358J

PR134D

October 14, 1930

Union Indemnity Company
Hansen & Rowland Agents
405 Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of an affidavit that has been filed in this office, being the claim of the Pacific Equipment Corporation against J. W. Peak Construction Company for the rental of one Crowding Engine for Bucyrus Steam Shovel, used in connection with the contract awarded the J. W. Peak Construction Company by the Highway Commission for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, State Highway Contract no. 1146.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.
cc J. W. Peak Construction Co.

October 14, 1930

Mr. Frederick H. Drake
Attorney at Law
308 Pacific Building
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 13th instant in which you advise us of the claim of the Pacific Equipment Company against J. W. Feak Construction Company in the sum of $150.00 for the rental of a Crowding Engine for a Bucyrus Steam Shovel and requesting a certified copy of the contract and bond awarded to the J. W. Feak Construction Company.

We enclose in this letter a certified copy of the contract and bond as requested.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

Frederick H. Drake
ATTORNEY AT LAW
SUITE 308 PACIFIC BUILDING
PORTLAND, OREGON

October 13, 1930

State Highway Commission
Salem, Oregon

Gentlemen:-

This is to advise that at the instance and request of J. W. Feak Construction Company, the Pacific Equipment Corporation furnished to said company one used Crowding Engine for Bucyrus steam shovel for use and which was used under contract of said construction company on highway work on the John Day State Highway, at or near Dayville, Oregon.

There is due and owing therefore, the sum of $150.00, with interest. Request is hereby made for contract and bond.

Yours very truly,

PACIFIC EQUIPMENT CORPORATION

FHD:RH

BY: Fred K H Drake

ANSWERED
H. B. G.

#1146

FREDERICK H. DRAKE
ATTORNEY AT LAW
SUITE 308 PACIFIC BUILDING
PORTLAND OREGON

October 13, 1930

STATE OF OREGON)
SS-
COUNTY OF MULTNOMAH)

I, Frederick H. Drake, being first duly sworn, depose and say:

That I am and have been for some time last past attorney for the Pacific Equipment Corporation; that said corporation furnished to J. W. Feak Construction Company one used Crowding Engine for Bucyrus Steam Shovel, for use and which was used under State contract on John Day State Highway, at or near Dayville, Oregon; that there is due and owing to the Pacific Equipment Corporation therefore the sum of $150.00 together with interest.

Frederick H Drake

Subscribed and sworn to before me this 13th day of October, 1930.

Harold V. Newlin
Notary Public for Oregon.

My Commission expires: NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES AUG. 15, 1933

#1146
35PJ

PR134 D

October 9, 1930

Mr. C. D. Christensen
American Bank Building
Portland, Oregon

Dear Sir:

This will acknowledge receipt of your letter of the 4th instant in which you advise us of the claim of J. G. Cromer against the J. W. Peak Construction Company for services rendered that company as a truck driver in connection with its contract for the highway construction in the vicinity of Dayville, Oregon. The contract to which you refer is known as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties, being State Highway Contract #1146, which construction consists of grading work about ten miles in length.

In connection with this contract the J. W. Peak Construction Company furnished a bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Hansen & Rowland are agents with offices in room 405 Failing Building, Portland, Oregon.

We have no knowledge of the fact that the contractor has turned the work over to the bonding company although we do know that payments for the work have been assigned to the bonding company and we believe that the bonding company are taking care of the matter of settling claims.

We would suggest that you take the matter of your claim up with the agent of the bonding company.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 9, 1930

Union Indemnity Company
405 Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received a communication from Mr. C. D. Christensen, lawyer of Portland, Oregon, to the effect that he has a client by the name of J. G. Cremer who was employed by the J. W. Feak Construction Company as a truck driver in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway. It seems that this man operated trucks during the months of July, August and September and has been unable to get a settlement from the J. W. Feak Construction Company.

This information is given you as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Feak Construction Co.

LAW OFFICES OF
C. D. CHRISTENSEN
AMERICAN BANK BUILDING
PORTLAND, OREGON

Oct.4,1930.

State Highway Department,
Salem, Oregon.

Gentlemen:

I am desirous of getting some information concerning a state highway job between Kimberly and Dayville, Oregon. A client of mine by the name of J.G. Cromer operated a truck on this work and has not been paid for July, August and a few days in September. I understand the firm that had the contract for the work has turned it over to the bonding company.

Would you please advise me the name of the contractor, whom I understand is the J.W.Feak Construction Co., and also give me the name and address of the bonding company and if you can furnish me with any additional information as to the status and what, if any, arrangements have been made to take care of these claims.

Thanking you in advance for this information, I am

Very truly yours,

C. D. Christensen

CDC/LO

#1146- Rosenhouse Const.-Picture Gorge Section. was assigned to Surety Co.

ANSWERED
H. B. G.

Contract No. 1146 - Barnh

#1146
35PJ

PI 134D

October 9, 1930

Merwin Rankin
Attorney at Law
605 Title & Trust Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 8th instant concerning the contract awarded to the J. W. Peak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, wish to say that the surety on the bond furnished by the contractor in this instance is the Union Indemnity Company for whom Irving L. Webster is local agent with offices in the Failing Building, Portland, Oregon.

The contract has not been abandoned by the contractor in so far as we know. Payments to the contractor, however, have been assigned to the surety company.

Regarding claims, wish to say that quite a number have been filed in this office against this work, aggregating a total of approximately $3,232.08. No doubt there are other claims against this work of which we have no knowledge.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

#1146

nch-Picture Gorge
on of the Ochoco Highway in
Grant & Wheeler Counties - 10 Miles
of Grading.

ty:- Union Indemnity Company, Irving L. Webster & Co. Inc. Agents, Failing Bldg., Portland.
Contract has been assigned to Surety Company.

Amount of claims on file is $3,232.08 - approximately.

October 8, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I would like to have you give me the name of the bonding company for J. W. Peak, Contractor on highway work at Kimberly, Oregon. I would also like to know whether this job has been abandoned by the contractor, and whether claims have been filed with the Commission.

Thanking you for this information,

I am

Yours very truly,

Merwin Rankin

MR:ED

ANSWERED
H. B. G.

[illegible]

#1146

MERWIN RANKIN
ATTORNEY AT LAW
608 TITLE AND TRUST BUILDING
PORTLAND, OREGON

October 8, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I would like to have you give me the name of the bonding company for J. W. Feak, Contractor on highway work at Kimberly, Oregon. I would also like to know whether this job has been abandoned by the contractor, and whether claims have been filed with the Commission.

Thanking you for this information,

I am

Yours very truly,
Merwin Rankin.

MR:ED

ANSWERED
H. B. G.

[illegible]

#1146
35PJ

FR 134D

October 9, 1930

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: G. W. Schattner
District Manager

Gentlemen:

This letter is to acknowledge receipt of yours of the 7th instant in which you advise us of your claim in the sum of $273.08 against the J. W. Peek Construction Company for petroleum products furnished that company in connection with their contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

In accordance with the provisions of Section 2991 of the Oregon Laws it will be necessary for you to file a notice with the Secretary of State in order to hold the surety on the bond responsible after the expiration of a period of a year after the date of completion of the contract.

The bond furnished by the contractor in this instance was written by the Union Indemnity Company for whom Hansen and Rowland are agents with offices in room 405 Failing Building, Portland, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 9, 1930

Union Indemnity Company
405 Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Union Oil Company of California in which we are advised of the claim of that company against the J. W. Peak Construction Company being in the sum of $273.06 for petroleum products furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Peak Construction Co.
1014 Pacific Building
Portland, Oregon

nion Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

October 2, 1930

Oregon State Highway Commission,
Salem, Oregon.

Attention of Mr. Roy A. Klein

RE: FEAK CONSTRUCTION COMPANY
Condon Account
Delinquent Balance $273.05

Dear Sir:

We hereby formally file our claim against the Feak Construction Company for $273.05 covering our products delivered to said Company, used in the completion of their contract with you No. 1146, which was for the grading of the Barnhouse Ranch, Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

A stamped, self-addressed envelope is enclosed for your convenience in acknowledging the receipt of our filing.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA
J W Schattner
District Manager

PJC:R

ANSWERED
H. B. G.

#1146
358J

PR 1340

October 8, 1930

Union Indemnity Company
Hanson & Rowland, Agents
405 Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of an affidavit of claim that has been filed in this office by Mr. Senn, Attorney for Mr. S. S. Shell against the J. W. Feak Construction Company being in the sum of $6,828.72 for materials and supplies furnished J. W. Feak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Grant and Wheeler Counties.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.
1014 Pacific Building
Portland, Oregon

STATE OF OREGON,)
ss
County of Multnomah)

I, F. S. Senn, being first duly sworn, depose and say: That I am the attorney for S. S. Schell; that under and by virtue of a written agreement entered into with one R. W. Shaffer, a partner and manager of Feak Construction Company, on March 18, 1930 (which written agreement was in confirmation of a previous oral agreement) the said S. S. Schell furnished material, supplies and equipment on the Ochoch Highway in Wheeler and Grant Counties, on the Barnshouse Ranch-Picture Gorge Section, Project No. 1236, contract No. 1146, to said Feak Construction Company; that the amount now due under said contract is $6,828.72; that bills have been presented regularly for the payments under said contract, but the said Feak Construction Company has failed and refused to pay the same, and on September 26, 1930, there was due from the said Feak Construction Company to S. S. Schell the sum of $6,828.72.

F. S. Senn atty for
S. S. Schell!

Subscribed and sworn to before me this 3rd day of October, 1930.

W. E. Cameron
Notary Public for Oregon
My commission expires 5/31/33

NOTED
H. R. GLAISYER

PR134D

J. W. FEAK CONSTRUCTION COMPANY - CLAIMS AGAINST CONTRACT No. 1146 - BARNHOUSE RANCH-PICTURE GORGE SECTION.

5-21-30 [illegible] labor.

9- 5- 30 Allen E. Chisholm amt. $224.14 for labor and supplies furnished.

9- 19-30 Claim Fletcher Tire Co. amt. $1,873.26 for tires furnished.

9- 24-30 Claim Standard Oil Co. amt. $690.85 for supplies furnished.

9- 18-30 James B. Jones advises that he has claim, amount not stated.

Feak Const Co. Bend - [illegible] - (No claims to date.)

#1184 estimate to Sept 17th including current est

earned	$45,807.21
ret %	$ 5,480.48
pd -	$40,326.73

current estimate — $ 8,703.53 - assigned to Surety [illegible] and mailed 9-30-30

Silbaugh Sage Hen Hill job - (No claims to date)

#1211 estimate to Sept. 15th including current est

earned	$8,233.03
ret %	$1,234.95
pd	$6,998.08

current est — $ 6,998.08 mailed to him at Burns on Sept. 29, 1930

---

what is status of current voucher & warrant
if warrant mailed — where & [illegible]
list of claims against each job.

[illegible] list.

Feat Const Co
#1146
Grant & Whel[illegible]

Barnhouse Ranch - Picture Gorge
estimates to Sept. [illegible] including current est.

earned	to Sept. [illegible] - $137,953.79
ret %	$14,074.24
paid	$123,879.65

current estimate — $11,965.65 Sept, 10th assigned to Surety

[illegible] assigned to Surety.
[illegible] mailed 9-30-30.

Feat Const Co.
#1184
[illegible]

Bend - [illegible] (No claims to date.
estimate to Sept. 12th including current est

earned	$45,807.21
ret %	$5,480.48
pd -	$40,326.73

current estimate — $8,703.53 - assgd. to Surety
All [illegible] to Surety and mailed 9-30-30

Silbaugh
#1211
[illegible]

Sage Hen Hill job - (No claims to date)
estimate to Sept. 15th including current est

earned	$8,233.03
ret %	$1,234.95
pd	$6,998.08

current est. — $6,998.08 mailed to him at [illegible] on Sept. 29, 1930

---

what is status of current vouchers & warrant
if warrant mailed — where to [illegible]
list of claims against each job.

#1146
358J

PR134Q

October 2, 1930

Union Indemnity Co.
Irving L. Webster & Co.
Failing Building, Portland
Portland, Ore.

Gentlemen:

Attached hereto is a certified copy of the revised notice of claim of the Fletcher Tire Company against J. W. Peak Construction Company.

This is being sent to you at the request of the Secretary of State as you appear as surety on the bond furnished by the contractor in connection with the work mentioned in the claim.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S
Enc.

H. B. Glaisyer
Chief Clerk

cc J. W. Peak Construction Co.

October 2, 1930

Mr. Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Attention: Edith Libby

We acknowledge receipt of your letter of the 1st instant in which you enclose three certified copies of the notice of claim of the Fletcher Tire Company against J. W. Feak, et al, being in the sum of $1863.26 for materials furnished the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

Copies of this notice are being mailed to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 1, 1930

OCT 2 1930
[illegible]

Mr. Roy A. Klein
State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

We respectfully have to advise that we received from Robert R. Rankin, Portland, Oregon, and filed as of this date an amended notice of claim by Fletcher Tire Company for goods, wares, merchandise, materials and services in the sum of $1863.26 against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, doing business as Feak Construction Company, principal, and the Union Indemnity Company, surety, for the work of grading the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, State Highway Contract No. 1146.

We are enclosing herewith for your informations and files a certified copy of this amended claim together with two additional copies, one of which may be forwarded, if desired, to the principal of the bond and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

ANSWERED
H. B. G.

CLAIM FOR GOODS, WARES, MERCHANDISE AND SERVICES SUPPLIED BONDED CONTRACTOR ON PUBLIC WORKS

In the Matter of the Claim of Fletcher Tire Company, an Oregon corporation, against J. W. Feak, H. R. Lohrer and R. W. Shaffer, co-partners, doing business as the Feak Construction Company, the Feak Construction Company, a corporation, and the UNION INDEMNITY COMPANY, a Louisianna Corporation, Surety.

State Highway Contract No. 1146 - Barnhouse Ranch Piture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

To: The Honorable Hal E. Hoss, Secretary of State,
The Honorable H. B. VanDuzer, C. E. Gates and M. A. Lynch,
Oregon State Highway Commission, Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Fletcher Tire Company, an Oregon corporation, has a claim for goods, wares, merchandise and materials and services on the same, and postage for the transportation of the same, in the sum of $1863.26, against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, co-partners, doing business under the firm name and style of the Feak Construction Company, and the Union Indemnity Company, a Louisianna corporation, as surety, for the work described in the State Highway Contract #1146, consisting of the grading of both the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, which units are referred to as the west unit of said section, being approximately 6.9 miles in length, and the east unit of said section, consisting of approximately 3.1 miles in length, on the Ochoco Highway, near the junction of the John Day Highway and about seven miles north of Dayville.

Respectfully yours,

FLETCHER TIRE COMPANY

By GEO. MILLAR, JR.
President

Endorsed:
October 1, 1930
HAL E. HOSS, Secretary of State
File No. 860

STATE OF OREGON,)
County of Multnomah) ss

I, George Millar, Jr., being first duly sowrn, depose and say:

That I am the President of the Fletcher Tire Company, which is a corporation organized under the existing by virtue of the laws of the State of Oregon, and that the allegations contained in the foregoing claim are true as I verily believe.

GEO. MILLAR, JR.

SUBSCRIBED AND SWORN TO before me this 30th day of Sept., 1930.

(SEAL)

ROBERT R. [illegible]
Notary Public for Oregon

My commission expires April 19, 1933.

Endorsed:
October 1, 1930
HAL E. HOSS, Secretary of State.
File No. 850

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of amended notice of claim by Fletcher Tire Company for goods, wares, merchandise, materials, services and postage furnished in the sum of $1863.26 against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, co-partners, doing business under the firm name of the Feak Construction Company, principal, and the Union Indemnity Company, surety, for the work described in State Highway Contract #1146, consisting of grading of both the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 1, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of amended notice of claim by Fletcher Tire Company for goods, wares, merchandise, materials, services and postage furnished in the sum of $1863.26 against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, co-partners, doing business under the firm name of the Feak Construction Company, principal, and the Union Indemnity Company, surety, for the work described in State Highway Contract #1146, consisting of grading of both the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, with the original notice of claim filed in the office of the Secretary of State on October 1, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 1st day of October, A. D. 1930.

Hal E Hoss

Secretary of State

#1146
358J

PR134D

October 1, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 30th ultimo in which you inclose three copies of the notice of claim of the Standard Oil Company against the J. W. Feak Construction Company in the sum of $690.35 for petroleum products furnished the J. W. Feak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

We are today forwarding notice of this claim to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

October 1, 1930

Union Indemnity Company
Hansen & Rowland, Agents
405 Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are inclosing in this letter a copy of the notice of the claim of the Standard Oil Company against the J. W. Feak Construction Company for petroleum products furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

J. W. Feak Construction Co. cc.
1014 Pacific Building
Portland, Oregon

Walla Walla, Washington, September 29, 1930

TO THE SECRETARY OF STATE,
SALEM, OREGON

Dear Sir:

Notice is hereby given that the Standard Oil Company of California, Walla Walla, Washington District, has a claim in the sum of Six Hundred Ninety and Eighty-five Hundredths Dollars ($690.85) against the J. W. Feak Construction Company and the bond taken by the Union Indemnity Company (Irving L. Webster, Agent, Failing Building, Portland, Oregon) for the work of grading the Barhouse Ranch-Picture Gorge Section of the Ochoco Highway inWheeler and Grant Counties, 10 miles in length.

Said claim is for materials, supplies and provisions, which consist of gasoline, oils, greases and petroleum products, an itemized statement of which is attached to this claim, all of which materials, supplies and provisions were delivered for the purpose of being used in the work above described.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

By J. P. CRUDEN
District Sales Manager

Endorsed:
September 30, 1930
HAL E. HOSS, Secretary of State
File No. 849

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 30, 1930

Mr. Roy A. Klein
State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

We respectfully have to advise that we have received from Mr. J. P. Cruden, District Sales Manager, Standard Oil Co. of California, Walla Walla, Washington, and filed as of this date, a notice of claim for materials, supplies and provisions furnished in the sum of $690.85 against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for the work of grading the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are enclosing a copy of the notice for your information and files together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
encs.

ANSWERED
H. B. G.

#1146
35PJ

PR134D

October 1, 1930

Robert R. Rankin
Attorney at Law
Pacific Building
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 30th ultimo in which you inclose a new form of the claim of the Fletcher Tire Company against the J. W. Peak Construction Company. This notice of claim is being placed on file. Following are the names and addresses of the partners of the J. W. Peak Construction Company:

J. W. Peak, Tacoma, Washington
H. R. Lohrer, Tacoma, Washington
H. W. Shafer, 1014 Pacific Building,
Portland, Oregon.

Concerning Mr. Hansen wish to say that we presume that this man is one of the firm of Hansen and Rowland Inc. who are agents for the Union Indemnity Company with offices in the Washington Building, Tacoma, Washington, however they have a branch office in the Failing Building, Portland, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

ROBERT R. RANKIN
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

Sept. 30, 1930.

State Highway Commission,
Salem, Oregon.

Gentlemen: Att'n: Mr. H. B. Glaisyer

Enclosed herewith you will please find a new form of claim, which I think better than the one previously filed, of the Fletcher Tire Company against the J. W. Feak Construction Company.

I note that only one of the partners appears to be a resident of this state, to-wit, R. W. Shaffer, Portland, Oregon. Could you give me his exact address. I also note that the Union Indemnity Co. has H.T. Hansen as its agent. Could you give me his address.

Thanking you for this courtesy, I am

Respectfully yours,

RRR:N

Robert R Rankin

ANSWERED
H. B. G.

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CLAIM FOR GOODS, WARES, MERCHANDISE and SERVICES SUPPLIED BONDED CONTRACTOR ON PUBLIC WORKS

In the Matter of the Claim of Fletcher Tire Company, an Oregon corporation, against J. W. Feak, H. R. Lohrer and R. W. Shaffer, copartners, doing business as the Feak Construction Company, the Feak Construction Company, a corporation, and the UNION INDEMNITY COMPANY, a Louisianna corporation, Surety.	State Highemy Contract No. 1146 - Barnhouse Ranch Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

To: The Honorable Hal E. Hoss, Secretary of State,
The Honorable H. B. VanDuzer, C. E. Gates and M. A. Lynch,
Oregon State Highway Commission, Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Fletcher Tire Company, an Oregon corporation, has a claim for goods, wares, merchandise and materials and services on the same, and postage for the transportation of the same, in the sum of $1863.26, against the bond taken from J. W. Feak, H. R. Lohrer and R. W. Shaffer, copartners, doing business under the firm name and style of the Feak Construction Company, and the Union Indemnity Company, a Louisianna corporation, as surety, for the work described in the State Highway Contract #1146, consisting of the grading of both the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, which units are referred to as the west unit of said section, being approximately 6.9 miles in length, and the east unit of said section, consisting of approximately 3.1 miles in length, on the Ochoco Highway, near the junction of the John Day Highway and about seven miles north of Dayville.

Respectfully yours,

FLETCHER TIRE COMPANY

By Geo Millar Jr
President

STATE OF OREGON,)
County of Multnomah) ss

I, George Millar, Jr., being first duly sowrn, depose and say:

That I am the President of the Fletcher Tire Company, which is a corporation organized under and existing by virtue of the laws of the State of Oregon, and that the allegations contained in the foregoing claim are true as I verily believe.

Geo. Millar Jr.

SUBSCRIBED AND SWORN TO before me this 30th day of Sept., 1930.

Rankin
Notary Public for Oregon

My commission expires April 19, 1930.

#1146
358J

PR134D

September 25, 1930

Union Indemnity Company
406 Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a notice that we have received from the Standard Oil Company of California in which they advise us of their claim against the J. W. Feak Construction Company for petroleum products furnished that company in the sum of $630.85 used in connection with the contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.
cc J. W. Feak Construction Co.
504 Puyallup Avenue
Tacoma, Washington

September 25, 1930

Standard Oil Company of California
P. O. Drawer 56
Walla Walla, Washington

Attention: Mr. J. P. Cruden
District Sales Manager

Gentlemen:

We acknowledge receipt of your letter of the 23rd instant advising us of your claim in the sum of $680.85 against the J. W. Peak Construction Company for petroleum products furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

According to Section 2391 of the Oregon Laws notice of claims against contractors should be filed with the Secretary of State in order to hold the bond furnished by the contractor liable after the expiration of a period of one year from the date of completion of the contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 56

SALES DEPARTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
R. P. WEISEL
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH. September 23, 1930

RECEIVED
SEP 24 1930
OREGON
HIGHWAY [illegible]

TO THE STATE HIGHWAY ENGINEER AND
THE OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON

J.W.Feak Construction Company,
504 Puyallup Avenue, Tacoma, Wash.
Account $690.85

Gentlemen:

We are attaching hereto our claim to cover our account as above indicated.

The products represented in this account were used in connection with the contract awarded this concern by your Department in Wheeler and Grant Counties, Oregon.

While we realize that the contract has not as yet been completed and accepted by your Department it is evident to us that the filing of a claim in this matter is inevitable, therefore the same is being forwarded to you at this time.

Will you please acknowledge receipt of this claim?

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA,

J.P.CRUDEN, District Sales Manager

By J Jacobson

JJ:DH
Credit
Encl.

ANSWERED
H. B. C.

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P O DRAWER 56

SALES DEPARTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
R. P. WEISEL
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH. September 23, 1930

RECEIVED
SEP 24 1930
OREGON
HIGHWAY

TO THE STATE HIGHWAY COMMISSION
AND THE OREGON STATE HIGHWAY ENGINEER,
SALEM, OREGON

Gentlemen:

Notice is hereby given that the Standard Oil Company of California, Walla Walla District, has a claim in the sum of Six Hundred Ninety and Eighty-five Hundredths Dollars ($690.85) against the J.W.Feak Construction Company and the bond taken by the Union Indemnity Company (Irving L. Webster, Agent, Failing Building, Portland, Oregon) for the work of grading the Barnhouse Ranch -Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, 10 miles in length.

Said claim is for materials, supplies and provisions, which consist of gasoline, oils, greases and petroleum products, an itemized statement of which is attached to this claim, all of which materials, supplies and provisions were delivered for the purpose of being used in the work above described.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA,

By J. P. Cruden
District Sales Manager

X

RECEIVED
SEP 24 1930
OREGON

STATE OF WASHINGTON)
) ss
COUNTY OF WALLA WALLA)

J. P. Cruden, being first duly sworn, deposes and says that he is District Sales Manager of the STANDARD OIL COMPANY OF CALIFORNIA, a Corporation organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business in the State of Oregon; that said STANDARD OIL COMPANY OF CALIFORNIA is a creditor of the J. W. Feak Construction Company and the bond taken by the Union Indemnity Company (Irving L. Webster, Agent, Failing Building, Portland, Oregon) in the sum of Six Hundred Ninety and Eighty-five Hundredths Dollars ($690.85) for materials, supplies and petroleum products sold and delivered to said J. W. Feak Construction Company at its request as per statement of account and notice hereto attached, and that there are no offsets or counterclaims to same, and that claimant has not nor has any person by his order, or to the knowledge or belief of deponent, for claimant's use, had or received any manner of security for said debt whatsoever; that he has read the foregoing notice, knows the contents thereof, and believes the same to be true.

Subscribed and sworn to before me this 23rd day of September, A.D. 1930.

Notary Public for Washington,
residing at Walla Walla.

STATEMENT

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT

CHARGES AND CREDITS RECEIVED TOO LATE IN THE MONTH TO APPEAR ON THIS STATEMENT WILL BE SHOWN ON NEXT MONTH'S STATEMENT.

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH. Sept 22-1930

J. W. Fosh Const. Co
Dayville, Ore

Job #1146

TERMS: 30 DAYS NET. FUEL OIL 10TH OF MONTH FOLLOWING PURCHASE.

DATE			DEBITS	CREDITS	BALANCE
2-28-30			[illegible]		
3-	3		72 57		
	4		121 16		
	11			7 78	
	6		62 32		
	6		10 53		
	10		10 53		
4-	2		10 53		
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	24		9 99		
5-	17		19 98		
	29		10 35		
6-	7		9 99		
	13		5 98		
	17		22 98		
	19		37 37		
7-	2		100 15		
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PR 1348

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PR 134 D

September 19, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 18th instant inclosing three certified copies of the notice of the claim of the Fletcher Tire Company against the J. W. Peak Construction Company for supplies furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

September 19, 1930

Union Indemnity Company
Irving L. Webster, Agent
Failing Building
Portland, Oregon

Gentlemen:

We attach hereto a certified copy of a notice of the claim of the Fletcher Tire Company against the J. W. Feak Construction Company, the original of which is on file in the office of the Secretary of State.

We are delivering this to you at the request of the Secretary of State since you appear as surety on the bond in this instance. We have previously notified you of this claim.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Co.
1410 Pacific Building
Portland, Oregon

Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 18, 1930

[illegible]
S[illegible] 1
OREGON
[illegible] COMMISSION

State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

This is to advise that we received and filed as of September 16th a notice of claim by the Fletcher Tire Company for good, wares, merchandise, materials, and postage, freight, expressage and labor furnished in the sum of $1873.26 against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, for the grading of the Barhhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grants Counties, under State Highway Contract No. 1146.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,
Secretary of State.

By Edith Libby

HM

ANSWERED
H. B. G.

CLAIM UNDER SECTION 2991 OREGON LAWS

In the Matter of the Claim of)
Fletcher Tire Company against)
J. W. Feak Construction Company.)

Union Indemnity Company, Surety.

State Highway contract No. 1146
Barnhouse Ranch-
Picture Gorge Section
of the Ochoco Highway
in Wheeler and Grant
Counties.

To: The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Fletcher Tire Company, an Oregon corporation, has a claim for goods, wares, merchandise, materials, and postage, freight, expressage and labor on the same, - said claim consisting primarily of claims for automobile casings and tubes in the sum of $1863.26 against the bond taken from the J. W. Feak Construction Company and Union Indemnity Company, surety, upon such bond for the work described in State Highway Contract No. 1146, for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, in the State of Oregon.

Respectfully,

FLETCHER TIRE COMPANY

By GEO MILLAR, JR.
President

Robert R. Rankin
331 Pacific Bldg.
Portland, Oregon.
Attorney for Fletcher Tire Co.

Endorsed:
September 16, 1930
HAL E. HOSS,
Secretary of State.
File No. 845

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Fletcher Tire Company for goods, wares, merchandise, materials, and postage, freight, expressage and labor furnished in the sum of $1863.26 against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the work of grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State Highway Contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on September 16, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of September, A. D. 1930.

Hal E Hoss

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Fletcher Tire Company for goods, wares, merchandise, materials, and postage, freight, expressage and labor furnished in the sum of $1863.26 against the bond taken from the J. W. Feak Construction Company, principal, and Union Indemnity Company, surety, in connection with the work of grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon, State Highway Contract No. 1146, with the original notice of claim filed in the office of the Secretary of State on September 16, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of September, A. D. 1930.

Hal E Hoss
Secretary of State

#1106
3585

PR134Q

September 18, 1930

Union Indemnity Company
Irving L. Webster & Company
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from Mr. James B. Jones of Portland, Oregon, to the effect that he has a claim against the J. W. Peak Construction Company in connection with its contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties. The amount of the claim was not stated but we are passing this on to you for your information since you appear as surety on the bond furnished by the J. W. Peak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:S

cc J. W. Peak Construction Co.

September 18, 1930

Mr. James D. Jones
316 E. 21st St.
Portland, Oregon

Dear Sir:

We acknowledge receipt of your letter of the 15th instant advising that you had been unable to collect money due you from the J. W. Feak Construction Company, and requesting information as to payments and the bond.

We presume that you have reference to the contract awarded to this company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, State Highway Contract no. 1146. The information, therefore, that we give you is concerning this particular contract.

The work under this contract consists of grading of two units, the west being 6.9 miles in length and the east unit 3.1 miles in length. Our records show that the bond furnished by the contractor for the protection of labor and material claims was written by the Union Indemnity Company, for whom Irving L. Webster & Company are agents, with offices in the Failing Building, Portland.

Payments to the contractor are made each month, estimates being prepared on the tenth of the month and warrants covering the same being delivered to the contractor approximately two weeks later.

According to our records, the west unit of this project was 57% complete on August 10th and that the east unit was 96% complete on that date. An estimate covering the work accomplished for the month ending September 10th is now being passed through for payment.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:S

JAMES B. JONES
316 E. TWENTY-FIRST ST.
PORTLAND, OREGON

Portland Oregon.
Sept, 15. 1930.

State Highway Commission.
Salem Oregon.

Dear Sirs: I have been unable to collect money due me from J.W.Feak Co.

Advise me when they receive estimates and also how near job is completed and their bonding company and the amount of same.

Yours truly.
James B. Jones.

#1146 - [illegible]
Last estimate for work to Aug-10- amt. $29,180.84
[illegible] $111,913.90. Retained - $14,074.24
[illegible] 57% complete
[illegible]
[illegible]

ANSWERED
H. B. C.

#1146
358J

PR134D

September 16, 1930

Mr. Robert R. Rankin
Attorney at Law
331 Pacific Building
Portland, Oregon

Dear Sir:

Responding to your request of this date we are handing to you herewith a certified copy of the contract awarded by the State Highway Commission to the J. W. Feak Construction Company for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, being State Highway Contract #1146.

This letter will serve as acknowledgement of the receipt of the claim of the Fletcher Tire Company against the J. W. Feak Construction Company in the sum of $1863.26 for automobile supplies furnished this company in connection with the above contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

September 16, 1930

Union Indemnity Company
Irving L. Webster & Co., Agents
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of the notice of claim that has been filed in this office today by Mr. Robert R. Rankin, Attorney at Law, Portland, Oregon, being the claim of the Fletcher Tire Company against the J. W. Feak Construction Company in the sum of $1863.26 for supplies furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc J. W. Feak Construction Company
1014 Pacific Building
Portland, Oregon

CLAIM UNDER SECTION 2991 OREGON LAWS

In the Matter of the Claim of
Fletcher Tire Company against
J. W. Feak Construction Company.

Union Indemnity Company, Surety.

State Highway Contract No. 1146
Barnhouse Ranch-Picture Gorge Section
of the Ochoco Highway
in Wheeler and Grant
Counties.

To: The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Fletcher Tire Company, an Oregon corporation, has a claim for goods, wares, merchandise, materials, and postage, freight, expressage and labor on the same, - said claim consisting primarily of claims for automobile casings and tubes in the sum of $1863.26 against the bond taken from the J. W. Feak Construction Company and Union Indemnity Company, surety, upon such bond for the work described in State Highway Contract No. 1146, for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, in the State of Oregon.

Respectfully,

FLETCHER TIRE COMPANY
By Geo Mullark
President

Robert R Rankin
331 Pacific Bldg
Portland, Oreg.
attorney for Fletcher Tire Co.

ANSWERED
H. B.

CLAIM UNDER SECTION 2991 OREGON LAWS

In the Matter of the Claim of)
Fletcher Tire Company against)
J. W. Feak Construction Company.)

Union Indemnity Company, Surety.

State Highway Contract No. 1146
Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

To: The Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Fletcher Tire Company, an Oregon corporation, has a claim for goods, wares, merchandise, materials, and postage, freight, expressage and labor on the same, - said claim consisting primarily of claims for automobile casings and tubes in the sum of $1863.26 against the bond taken from the J. W. Feak Construction Company and Union Indemnity Company, surety, upon such bond for the work described in State Highway Contract No. 1146, for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, in the State of Oregon.

Respectfully,

FLETCHER TIRE COMPANY

By (Signed) Geo Millar Jr.
President

#1146
358J

PR134D

September 9, 1930

Union Indemnity Company
Irving L. Webster & Co., agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the Fletcher Tire Company of Portland to the effect that they have a claim against J. W. Feak Construction Company in the sum of $2,001.13 for tires furnished them in connection with their contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

They advise that they have made a number of requests for payment, none of which have been satisfied.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. B. Glaisyer

HBG:S

cc J. W. Feak Construction Company

September 9, 1930

Fletcher Tire Company
Ninth & Burnside Sts.
Portland, Oregon

Attention: Geo Mellar, Jr.
President

Gentlemen:

We acknowledge receipt of your letter of the 3rd instant in which you advise us of your claim in the sum of $2,001.13 against the J. W. Feak Construction Company of Tacoma.

The protection offered you for your claim is the bond furnished by the J. W. Feak Construction Company in connection with their contract. This bond was written by the Union Indemnity Company, for whom Irving L. Webster & Co. are agents, with offices in the Failing Building, Portland Oregon. We would suggest that you take the matter up with the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Law.

The contract above referred to is State Highway Contract no. 1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

FLETCHER TIRE COMPANY
PORTLAND, OREGON

FIRESTONE
BATTERIES

East Side
UNION AVENUE
and EAST SALMON
Phone EAST 7828

Firestone

BRAKES ADJUSTED
and RELINED
WHEEL ALIGNING

West Side
NINTH and BURNSIDE
BROADWAY 0106

The Mark of Quality

September 3, 1930.

Secretary of State Highway Commission,
Salem, Oregon.

Dear Sir:

The J. W. Peak Construction Company of Tacoma, owe us a considerable sum for tires delivered for use on their trucks operated on the state job at Kimberly, Oregon.

Their indebtedness has not been paid, although we have made numerous requests and demands on their home office for payment.

We, therefore, are submitting this information for your files as a matter of record, in order that our claim against their account in the amount of $2,001.13, may be taken care of in this manner before the state settles with them.

Yours very truly,

FLETCHER TIRE COMPANY,

By ______
President

GM:K

ANSWERED
H. B. G.

FLETCHER'S For FIRESTONE'S

#1146
3508

FA 13 FE

September 5, 1930

Union Indemnity Company
Irving L. Webster
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice from Mr. Allen E. Chisholm of Portland, Oregon to the effect that he has a claim against the J. W. Feak Construction Company in the sum of $224.14, being for labor and materials furnished that company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties, being more particularly designated as State Highway Contract #1146.

This information is given you as you appear as surety on the bond furnished by the J. W. Feak Construction Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

cc J. W. Feak Construction Co.
1014 Pacific Building
Portland, Oregon

September 5, 1930

Mr. Allen E. Chisholm
1340 E. 17th Street
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 4th instant in which you advise us of your claim for labor and and materials furnished J. W. Peak Construction Company in the sum of $224.14 in connection with that company's contract for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant counties, Oregon

The protection offered you for your claim is the bond furnished by the J. W. Peak Construction Company in this instance. This was written by the Union Indemnity Company for whom Irving L. Webster Inc. are agents with offices in the Failing Building, Portland, Oregon. If you have not already done so, we suggest that you take the matter up with the bonding company. If no satisfaction is secured by so doing then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with Section 2391 of the Oregon Laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

SEP 5 1930
OREGON

Portland, Oregon, September 4, 1930.

To State Highway Commission of the State of Oregon

Salem, Oregon

Notice is hereby given that the undersigned, Allen E. Chisholm, has a claim for labor and materials furnished, to-wit:

	1 - Type "P" Chisholm oil burner		
	1 - P.Q. Connector		
	1 - Type "E" oil burner tip		$55.00
	1 - used 1/2" angle needle valve		1.25
	1 - 1-1/4" gate valve		2.65
	1 - 1-1/4" tee		.50
	1 - 1-1/4" bush		.08
	2 - 1-1/4"x3" nipple @.18		.36
	1 - 1-1/4" union		.65
			60.49
	Traveling expenses	4.25	
	Auto mileage 560 miles @.04	22.40	
	Engineering Serv. 5 days @$25	125.00	151.65
			$212.14
July 18, 1930	1 Angle frame (draft control for steamshovel)		$ 12.00

in the sum of $224.14 against the bond taken from J. W. Feak Construction Company, principal, and the Union Indemnity Company, surety, for the work of State Highway Contract no. 1146 for the grading of the Barnhouse Ranch -Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon.

Allen E. Chisholm

ANSWERED
H. B. C.

FORM 2-C-1 8-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR# 134-D

August 26, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring again to substituting an embankment and culvert for the timber bridge at station 1265 on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, which you approved upon my recommendation.

While I knew that the J. W. Peak Construction Company were willing and glad to make this change as I had talked to the president of the Company (Mr. Lohrer) about it, but knowing that the contractor is nearly going broke fulfilling his contract, I thought it best to have them agree to the same in writing as I did not want them to be in a position at the end of the work to claim a loss of anticipated profits or loss due to having made arrangements for materials, etc. So I had Mr. Peck get the enclosed letter from the Contractor. I am sending you the original, keeping a copy for our files.

Peak's letter attached
to original contract
#1146

Yours very truly

C W Wanzer

C. W. Wanzer
Division Engineer

cww/c
enc.

REFERRED TO
S.H.P

PR1340

JOHNSTON WILSON

August 22, 1930

Johnston Wilson
Attorney at Law
707 Failing Building
Portland, Oregon

Dear Sir:

Replying to your inquiry of the 21st instant concerning the contract awarded to J. W. Feak Construction Company for highway work between Dayville and Mitchell, wish to say that this is State Highway Contract no. 1146 and is for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties. This project consists of two units, the west unit being 6.9 miles in length and the east unit, 3.1 miles in length.

The contract was awarded by the Highway Commission on January 16, 1930 and the specified date of completion is November 30, 1930. The bond furnished is in the sum of $93,828.25. This was written by the Union Indemnity Company for whom Irving L. Webster and Co. are agents, with offices in the Failing Building, Portland.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

JOHNSTON WILSON
ATTORNEY AT LAW
707 FAILING BUILDING
PHONE BEACON 5140
PORTLAND, OREGON

August 21, 1930

1930

State Highway Commission
Salem, Oregon

Gentlemen:

I would appreciate it very much if you will give me the job number or contract number and the description of the project on the Rock Creek Extension of the John Day Highway, the Dayville to Mitchell cut-off, I believe J. W. Feak Construction Company is the contractor who has this work.

I would appreciate it very much if you would give me this answer as soon as you conveniently can.

Very truly yours,

Johnston Wilson

JW:NR

ANSWERED
H. B. C.

PR 134-D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

August 16, 1930

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the voucher submitted by you for Oregon Federal Aid Project 134-D, covering the period from February 11, 1930 to July 10, 1930.

An error is noted in the extension of the item of overhaul, the amount for which should be $1,147.50, which reduces the pro rata share of the United States to $57,984.80.

We are today forwarding the voucher with recommendation for payment in the corrected amount.

Very truly yours,

W H Lynch
W. H. Lynch
District Engineer

On
[illegible]

Encl.

5816780
5798480
183.00

C 352

Voucher was paid in in the original amount of 58167.80
Counter correction of 183.00 is made on J. Page 358
RCH

PR#134-D

August 6, 1930

Mr. C. W. Wanser
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Acknowledgment is made of your letter of August [illegible], 1930 relating to the substitution of an embankment and culvert for a timber bridge at Station 1265 on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway. I think that this change is good, provided the culvert is sufficiently large to handle the runoff which might reasonably be expected. Therefore, on your recommendation, I will approve this change.

Very truly yours,

State Highway Engineer

RAK:HI

Sub

2000 7-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 5, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEI
AUG 6 1930
OREG
HIGHWAY

Dear Sir:

Referring to our conversation in regard to eliminating the 5 - 19 foot spans at Sta. 1265 on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway and replacing the same with an intermediate borrow fill with two culverts, enclosed find copy of letter from Mr. Peck in regard to the same.

I have talked the matter over with both Mr. Lytle and Mr. Peck and recommend the change. The drainage area is small. The only danger would be from cloud bursts and that might happen there or any other place and the chances are not at all.

A bridge would probably have to be renewed in ten years and the upkeep on bridges in that country is heavy and this replacement by a fill would probably pay for itself in less than ten years.

I suggest that you ask Mr. Davis of the Bureau for his opinion or recommendation as he has looked into the matter also. The contractor has told me that they would be glad to make this change and not build the bridge.

Kindly advise me as soon as possible, your wishes in the matter.

Yours very truly
C. W. Wanzer
C. W. Wanzer
Division Engineer

CWW:C
end.

Sub

17418 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

Dayville, Oregon.
July 29, 1930.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

I am writing you in regard to the timber bridge at Sta. 1265 on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, At present we plan 5-19 foot spans at this point.

I have walked over a large part of the drainage area and find no erosion or other signs of a big run off above the sandy soil which reaches about one fourth mile above the bridge site. The drainage is about the same as that at Sta. 1298, where we have a 4 by 4 box culvert. The deep erosion at Sta. 1265 is due to the sandy nature of the soil more than the effect of a big run off. I would recommend that we eliminate the timber bridge and place two 36" culverts and fill in the opening. We could place one culvert near the bottom of the gulch and the other about 12 feet below grade line.

The bridge will cost about $3253.00, as follows:

35000 M-FBM	@	$65.00	$2275.00
32 cu. yds. cl. B. Cons	@	28.00	896.00
200 " " int. ex	@	.41	82.00
			3253.00

The fill would cost about $2982.00, as follows:

4200 cu. yds. int. Borrow	@	.41	1722.00
180 lin. ft. 36" cul pipe	@	7.00	1260.00
			2982.00

I think Mr. Lytle and Mr. Davis of the Bureau will bear me out in this change.

Very truly yours,

(Sgd.) J. E. Peck.

Sub

FR134D

July 31, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Barnhouse Ranch-Picture Gorge Section, Project No. 134-D.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. W. Nash,
Asst. Office Engr.

JWN:EF
encl.

Oregon State Highway Department Project No. 134-D

[illegible] RANCH-PICTURE GORGE SECTION

OF THE [illegible] HIGHWAY IN WHEELER COUNTY

(Estimate as basis for modified agreement. Based on contract prices.)

Salem, Oregon, July 28, 1930.

West Unit (Sta. 1121+02.9 to Sta. 1546+00)

All Required	Clearing and Grubbing		Low Bid	$900.00
55,900 cu. yds.	Common Excavation	$ .30	" "	16,770.00
52,600 cu. yds.	Intermediate Excavation	.41	" "	21,566.00
86,500 cu. yds.	Solid Rock Excavation	.82	" "	70,930.00
173,000 yd. sta.	Overhaul	.015	" "	2,595.00
72 cu. yds.	Class "A" Concrete	30.00	" "	2,160.00
6 cu. yds.	Class "B" Concrete	28.00	" "	168.00
6,400 lbs.	Metal Reinforcement	.08	" "	512.00
60 cu. yds.	Rip Rap	2.25	" "	135.00
7 M-FBM	Lumber & Tbr. (Tres. Sta. 1333+40)	65.00	" "	455.00
700 lin. ft.	12" Concrete Pipe	1.50	2nd low bid	1,050.00
850 lin. ft.	18" Concrete Pipe	2.75	" " "	2,337.50
510 lin. ft.	24" Concrete Pipe	3.75	" " "	1,912.50
		Sub-total (West Unit)		$ 121,491.00

East Unit (Sta. 1546+00 to Sta. 1705+82.8)

All Required	Clearing and Grubbing		Low Bid	$ 400.00
14,000 cu. yds.	Common Excavation	.30	" "	4,200.00
20,700 cu. yds.	Intermediate Excavation	.41	" "	8,487.00
56,700 cu. yds.	Solid Rock Excavation	.82	" "	46,494.00
111,000 yd. sta.	Overhaul	.015	" "	1,665.00
110 cu. yds.	Rip Rap	2.25	" "	247.50
400 lin. ft.	12" Concrete Pipe	1.50	2nd low bid	600.00
100 lin. ft.	18" Concrete Pipe	2.75	" " "	275.00
100 lin. ft.	24" Concrete Pipe	3.75	" " "	375.00
		Sub-total (East Unit)		$ 62,743.50
		Sub-total (roadway)		184,234.50
		10% Engr. and Cont.		18,423.45
		Total (Roadway)		$ 202,657.95

Trestle, West Unit - 3-19' Spans

34 cu. yds.	Class "B" Concrete	28.00	low bid	952.00
38 M-FBM	Lumber and Timber	65.00		2,470.00
				$ 3,422.00

Rock Creek Bridge, West Unit

150 cu. yds.	Excavation	$ 5.00	$ 750.00
30 " "	Excavation below plans	7.00	210.00
195 " "	Class "A" Concrete	28.00	5,460.00
125 " "	Class "D" Concrete	28.00	3,500.00
68,000 lbs.	Metal Reinforcement	0.06	4,080.00
310 lin. ft.	Concrete Handrail	4.00	1,240.00
			15,240.00
		Sub-total (structures)	$ 18,662.00
		10% Engr. & Cont.	1,866.20
			$ 20,528.20

Length of West Units (gross)	6.891 miles
Length of 1 Timber Trestle 95 ft.	.018 "
Length of Rock Creek Bridge 150 feet.	.028 miles
Length of West Unit (excl. structures)	6.845 miles
Length of East Unit (net)	3.070 miles
Length of Project (excl. structures)	9.915 miles
Length of Project (incl. structures)	9.961 miles
Cost per mile (roadway)	$20,439.85

SUMMARY

Item	Total Cost	Federal Aid		State Funds
Roadway	$208,657.95	$131,573.26	(63.057+%)	$77,084.68
2 Structures	20,528.20	12,774.59	(62.23%)	7,753.50
	$229,186.15	$144,347.85		$ 84,838.19

State Funds for Construction: Chapter 175, Laws 1917: Chapter 57, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

FK134D

July 31, 1930

Kuckenberg-Wittman Company
226 Board of Trade Building
Portland, Oregon

Gentlemen:

We are returning to you today by express four copies of the contract recently awarded you by the State Highway Commission for the construction of a bridge over Rock Creek on the Ochoco Highway near Mitchell in Wheeler County. It is noted that these contracts have been signed for the Kuckenberg-Wittman Company, Inc. by Mr. Kuckenberg.

Our requirement is that the contracts be signed by both the president and the secretary, or that we be furnished with a certified copy of your by-laws which authorize the president to bind the company in matters of this kind. Will you please, therefore, see that these contracts are either signed by the secretary or that we are furnished with such certified copy of the by-laws? When this is done return all copies to this office for the further execution on the part of the State Highway Commission.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

P.R. 1342

July 30, 1930

Puget Sound and Alaska Powder Company
307 Pioneer Building
Seattle, Washington

Attention: H. G. Beale
Secretary-Treasurer

Gentlemen:

Replying to your inquiry of the 29th instant concerning the status of the contract awarded to J. W. Feak Construction Company for the construction of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, wish to say that our records show that we have paid to this company as of July 18th, 1930, the sum of $82,755.06. Our retained percentage at this time is $14,074.24.

Our records also show that on July 10th the west unit of this project was 52% complete and that the east unit of this project is 82% complete.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

#1146
[illegible]

ROY HOBART, Vice Pres.
H.G. BEALES, Secy-Treas

ACTURERS OF
VULCAN
KICK IN EVERY STICK
STUMPING POWDERS AND DYNAMITE
FOR
LAND CLEARING ROAD WORK
COAL MINING AND ROCK WORK

Puget Sound and Alaska
POWDER
Company

SALES OFFICE
307 PIONEER BUILDING
SEATTLE
PHONE MAIN 9110
PORTLAND OFFICE
918 BOARD OF TRADE BLDG.
PHONE ATWATER 8924
SPOKANE OFFICE
501 ROOKERY BLDG.
PHONE MAIN 1827

ADDRESS REPLY TO Seattle, Washington
July 29, 1930.

[illegible] 1930

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

Will you kindly advise us concerning the status of contract held by the J. W. Feak Construction Company for contract on the Ochoco Highway near Dayville, Oregon, with name of bonding company.

Thanking you for your courtesy in this connection we are,

Very truly yours
PUGET SOUND & ALASKA POWDER CO.

HGB:CDR

By H G Beale
Secretary-Treasurer

Paid to July 10th - $82,733.06
Retained - $14,074.24
West unit 32% on July 10th
East unit 86% on July 10th

ANSWERED
H. B. G.

FP 134 D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUL 25 1930
OREGON
STATE HIGHWAY COM

July 24, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Documents covering the Rock Creek Bridge on Oregon F.A.P. No. 134-D, Barnhouse Ranch - Picture Gorge Section of the Ochoco Highway are today being recommended for approval. Award will be satisfactory as of this date.

The heading on the estimate dated July 18th has been changed from 134-C to 134-D, and the "Length of Project (including structures)" from 9.933 miles to 9.961 miles.

Preparation of the modification of project agreement will be delayed -- pending receipt of revised estimate including the Rock Creek Bridge at contract prices. We trust such an estimate will be submitted promptly.

OK
Tom

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

Tom

July 18, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying the plans for the Rock Creek Bridge on the Barnhouse Ranch-Picture Gorge Section, Project No. 154-D. Under separate cover, we are sending five blueprint copies of sheet 2 of the plans which has been revised to include the quantities for the Rock Creek Bridge.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

Oregon State Highway Department Project No. 134-B

BARNHOUSE RANCH-PICTURE GORGE SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate with plans. Not as basis for modified agreement)

Salem, Oregon, July 18, 1930.

X

West Unit (Sta. 1181+02.9 to Sta. 1545+00)

All Required	Clearing and Grubbing		Low Bid	$ 900.00
55,900 cu. yds.	Common Excavation	$ .30	" "	16,770.00
52,600 cu. yds.	Intermediate Excavation	.41	" "	21,566.00
86,500 cu. yds.	Solid Rock Excavation	.82	" "	70,930.00
173,000 yd. sta.	Overhaul	.015	" "	2,595.00
72 cu. yds.	Cl. "A" Concrete	30.00	" "	2,160.00
6 cu. yds.	Cl. "B" Concrete	28.00	" "	168.00
6,400 lbs.	Metal Reinforcement	.08	" "	512.00
60 cu. yds.	Rip Rap	2.25	" "	135.00
7 M-FBM	Lumber & Tbr. (Tres. Sta. 1538+40)	65.00	" "	455.00
700 lin. ft.	12" Concrete Pipe	1.50	2nd low bid	1,050.00
850 lin. ft.	18" Concrete Pipe	2.75	" " "	2,337.50
510 lin. ft.	24" Concrete Pipe	3.75	" " "	1,912.50
	Sub-total (West Unit)			$ 121,491.00

East Unit (Sta. 1545+00 to Sta. 1705+32.8)

All Required	Clearing and Grubbing		Low Bid	$ 400.00
14,000 cu. yds.	Common Excavation	.30	" "	4,200.00
20,700 cu. yds.	Intermediate Excavation	.41	" "	8,487.00
56,700 cu. yds.	Solid Rock Excavation	.82	" "	46,494.00
111,000 yd. sta.	Overhaul	.015	" "	1,665.00
110 cu. yds.	Rip Rap	2.25	" "	247.50
400 lin. ft.	12" Culvert Pipe	1.50	2nd low bid	600.00
100 lin. ft.	18" Culvert Pipe	2.75		275.00
100 lin. ft.	24" Culvert Pipe	3.75		375.00
	Sub-total (East Unit)			$ 62,743.50
	Sub-total (roadway)			184,234.50
	10% Engr. & Cont.			18,423.45
	Total (Roadway)			$ 202,657.95

Trestle - West Unit 5-19' Spans

34 cu. yds.	Class "B" Concrete	$28.00 low bid	$952.00
38 M-FBM	Lumber and Timber	65.00 " "	2,470.00
			$3,422.00

Rock Creek Bridge - West Unit

150 cu. yds.	Excavation	2.50 Est.	375.00
30 cu. yds.	Excavation below plans	5.00 "	150.00
195 cu. yds.	Class "A" Concrete	28.00 "	5,460.00
125 cu. yds.	Class "D" Concrete	30.00 "	3,750.00
68,000 cu. yds.	Metal Reinforcement	0.06 "	4,080.00
310 lin. ft.	Concrete Handrail	5.00 "	1,550.00
			$ 15,365.00
		Sub-total (Structures)	$ 18,787.00
			1,878.70
			$ 20,665.70

Length of West Unit, Gross	6.891 miles
Length of 2 Bridges, 245 feet	.046 miles
Length of West Unit (excl. bridges)	6.845 miles
Length of East Unit (net)	3.070 miles
Length of Project (excluding structures)	9.915 miles
Length of Project (including structures)	9.933 miles

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Roadway	$202,657.95	$125,573.26 (61.963+%)	$77,084.69
2 Bridges	20,665.70	12,860.26 (62.23%)	7,805.44
	$ 223,323.65	$138,433.52	$84,890.13

PR 134 D

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore. F.A.P. 134-D

Post Office Building
Portland, Oregon.
June 14, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By AH Benedict
A. H. Benedict
Asst. Hwy. Eng'r.

Jom

Aypr 6796

Form P. R. 2
State Oregon
Project No. 134, Section D.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of April, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 30th day of July, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section D of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 18th day of January 1930, and approved by the Secretary on the 15th day of May, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one hundred twenty-seven thousand, nine hundred fifteen and 72/100 dollars ($127,915.72) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917; Chap. 37, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count'.......... of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ....
(State how placed under direct control of Highway Department)

*(*c*) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1181+02.9 at the east end of Section C of said project, and survey station 1705+82.8 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T.12 S., R.26 E., W.M. (excepting therefrom the bridge across Rock Creek between stations 1475+25 and 1476+75), terminal points, a distance of 9.933 miles, known locally as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties, being Section D of Oregon Federal Aid Project No. 134, consisting of 9.915 miles of roadway and one bridge of more than 20 ft. clear span 0.018 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

8—5518

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $202,687.95, Federal Aid $125,573.26; one bridge, approved estimate $3,764.20, Federal Aid $2,342.46.

(c) It is mutually agreed that the new structure between survey stations 1475+25 and 1476+75, not included in such plans and specifications, will be constructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary of Agriculture or his authorized agents. No Federal Aid shall be paid under this agreement for said new construction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one hundred twenty-seven thousand, nine hundred fifteen and 72/100 dollars, certified to the Secretary of the Treasury ove mentioned, which does not exceed the authorized Federal pro rata share of two hundred six thousand, four hundred twenty-two and 15/100 dollars, the approved total estimated cost of Section D of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ____________________~~

~~____________________ (Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ____________ (State or county) of ____________ (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ____________________

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ____________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ____________________
(Include reference to statute authorizing funds, probable amount annually available and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(b) By the ____________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____________________
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 15th day of May, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ____________________
Chairman, State Highway Commission
(Title of officer)

By C. E. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W. Sawyer
Member, State Highway Commission
(Title of officer)

By ____________________
(Title of officer)

By ____________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

3—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1181+02.9 at the east end of Section C of said project, and survey station 1705+82.8 at a junction with the John Day Highway near the ¼ corner between Secs. 17 and 18, T.12 S., R.26 E., W.M. (excepting therefrom the bridge across Rock Creek between stations 1475+25 and 1476+75), locally known as the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway, Federal Aid Route No. 5, between Mitchell and Dayville, Wheeler and Grant Counties, and designated in the records of this Department as Section D of Project No. 134, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 206,422.15 as the total estimated cost of Section D of said project, and the sum of $ 127,915.72 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed the authorized Federal pro rata share [illegible] of said total estimated cost.

Done at the city of Washington, this 15th day of May one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

#1146

11 1242

CROWN FLOUR
CROWN FEEDS

CROWN MILLS
BALFOUR, GUTHRIE & CO., MANAGERS
FLOUR, FEED AND CEREALS
PORTLAND, OREGON

May 26, 1930

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen: Attention, Mr. H. B. Glaisyer, Chief Clerk.

Our letter to you of May 20th seems to have caused some misunderstanding. The J. W. Feak Construction Co's head office at Tacoma, Washington, called us on the telephone Saturday and advised us that they had received notice from you that we had filed a claim with you for money due us by them. However, it was not our intention to file our claim with you at this time.. We merely wanted to know what procedure to follow in case we found it necessary to file any claims with you at any time. As a matter of fact, we have received payment from these people of that part of our account which was due.

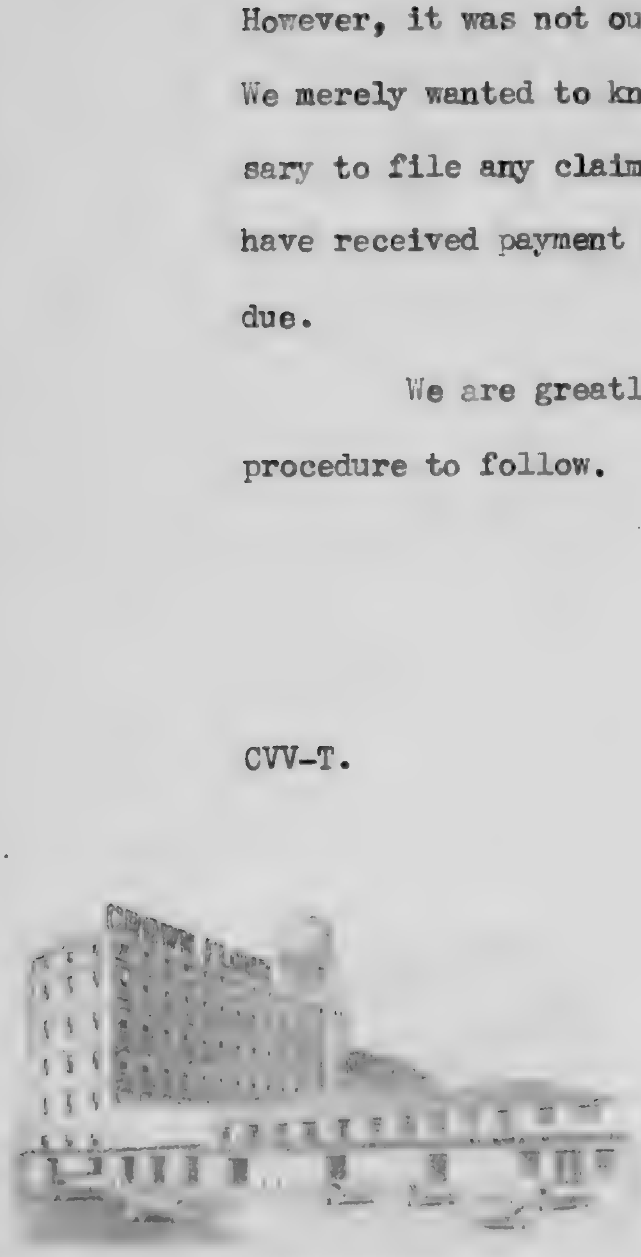
We are greatly appreciative of your courtesy in advising us of the procedure to follow.

Yours truly,

CROWN MILLS

C. V. VOSPER.

CVV-T.



NOTED
H B GLAISYER

#1146

MAIN 2885
J.W. FEAK CONST. CO.
GENERAL CONTRACTORS
504 PUYALLUP AVENUE
TACOMA, WASHINGTON

May 24-30

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H.B.Glaisyer, Chief Clerk

Gentlemen:

Replying to your letter of May 21 with reference to the claim of Crown Mills, Portland, against this company. I wish to inform you that our check was mailed to the Crown mills in the amount of $47.08 on May 19, which was just five days after their invoice reached this office after being approved by our job office. I called them long distance to day and find they had received our check the day after writing to you. I have instructed the Crown Mills to write you acknowledgeing our remittance.

In the case of W.B.Kidd whom the Crown Mills have a claim against, this man worked for us moving dirt and we have paid him accordingly. We are not in any manner responsible for bills contracted by him. Therefor we ask that this man's name be stricken from any direct connection with our accounts relative to the State contract we have on the Barnhouse Ranch-Picture George Section of the Ochoco Highway job.

Yours very truly,

J.W.Feak Construction Co.

By, P. L. Mott
Office Manager

M-P.L.M.

NOTED
H. B. GLAISYER

FH 348

Union Indemnity Company
New Orleans

Union Indemnity Company

A Division of Insurance Securities Company, Inc.

Union Indemnity Building
New Orleans La.

HANSEN & ROWLAND Inc.
General Agents
Washington, Oregon, Idaho, Alaska
Washington Bldg., TACOMA, WASH.

PORTLAND OFFICE
405-6 FAILING BUILDING

PORTLAND, ORE.

May 23, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

ATT: H. B. Glaisyer,
Chief Clerk.

Re: J. W. Feak Construction Co. Contract covering grading of Barnhouse Ranch-Picture Gorge Section of the Ochoco Hwy. in Wheeler and Grant Counties.

We have your letter of May 21st advising us of a claim by the Crown Mills of Portland, Oregon, against the contract referred to in the caption of this letter.

The amount as set out in your letter is rather confusing but we are assuming that the claim of the Crown Mills is $47.08.

We are taking the matter up with the contractors, who are entirely responsible, and we feel that this must be some disputed item. We are giving the matter our attention.

Very truly yours,

HANSEN & ROWLAND, Inc.

By J. C. Rowland
Secretary.

ICR
DB

$47.08 against Feak and
$443.83 against W. B. Kidd, Sub.

NOTED
H. B. GLAISYER

#1146
3588

PR134 D

May 21, 1930

Crown Mills
Portland, Oregon

Gentlemen:

We have for acknowledgment your letter of the 20th instant in which you advise us of your claim against the J. W. Peak Construction Company in the sum of $47.08, and W. B. Kidd, subcontractor under J. W. Peak Construction Company, in the sum of $443.85, asking what procedure is necessary to protect these accounts.

Replying thereto will say that in connection with all state highway contracts the successful bidder is required to furnish the State a surety bond for the protection of labor and material claims and all just debts dues and demands incurred against the project. Such a bond was furnished by the J. W. Peak Construction Company in the sum of $93,828.25. This bond was written by the Union Indemnity Company, for whom Irving L. Webster, Inc. are local agents, with offices in the Failing Building, Portland, Oregon. In the event that you fail to secure satisfaction of your claim from the contractor then you should take the matter up with the bonding company. If your claim is not settled by so doing, then you still have recourse to action in the Courts and should file notice of your claim with the Secretary of State, in conformance with the Provisions of Sections 2991 of the Oregon Laws.

The particular contract that you have in mind is State Highway Contract no. 1146, consisting of 10 miles of grading work on the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, Oregon. The contract was dated January 16, 1930 and the estimated date of completion is November 30, 1930. The bond furnished by the original contractor is liable for payment of all claims incurred against the project whether or not the claim was incurred by the original contractor himself or by the subcontractor.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

May 21, 1930

Union Indemnity Company
Irving L. Webster, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the Crown Mills of Portland, Oregon, to the effect that they have a claim in the sum of $4708 against the J. W. Peak Construction Company in connection with its contract for the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties and also a claim in the sum of $443.85 against W. D. Kidd, who was a subcontractor on this work, same being for feed furnished in connection with this contract.

This information is given you in conformance with our usual practice in matters of this kind.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
cc Peak Construction Co.

CROWN FLOUR
CROWN FEEDS

CROWN MILLS

BALFOUR, GUTHRIE & CO., MANAGERS
FLOUR, FEED AND CEREALS
PORTLAND, OREGON

May 20, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen:

During the month of March we delivered Feed to J. W. Feak Construction Co., Kimberly, Oregon, amounting to $47.08, and to W. B. Kidd, Dayville, Oregon, amounting to $219.43, and during April, to W. B. Kidd, amounting to $204.42, making a total due by this latter party of $443.85. It is our understanding that J. W. Feak Construction Company have a contract with the State Highway Commission and that W. B. Kidd is a sub-contractor.

Will you kindly advise us what procedure we should pursue in order to assure ourselves that these accounts will be paid?

Thanking you in advance for your courtesy, we are,

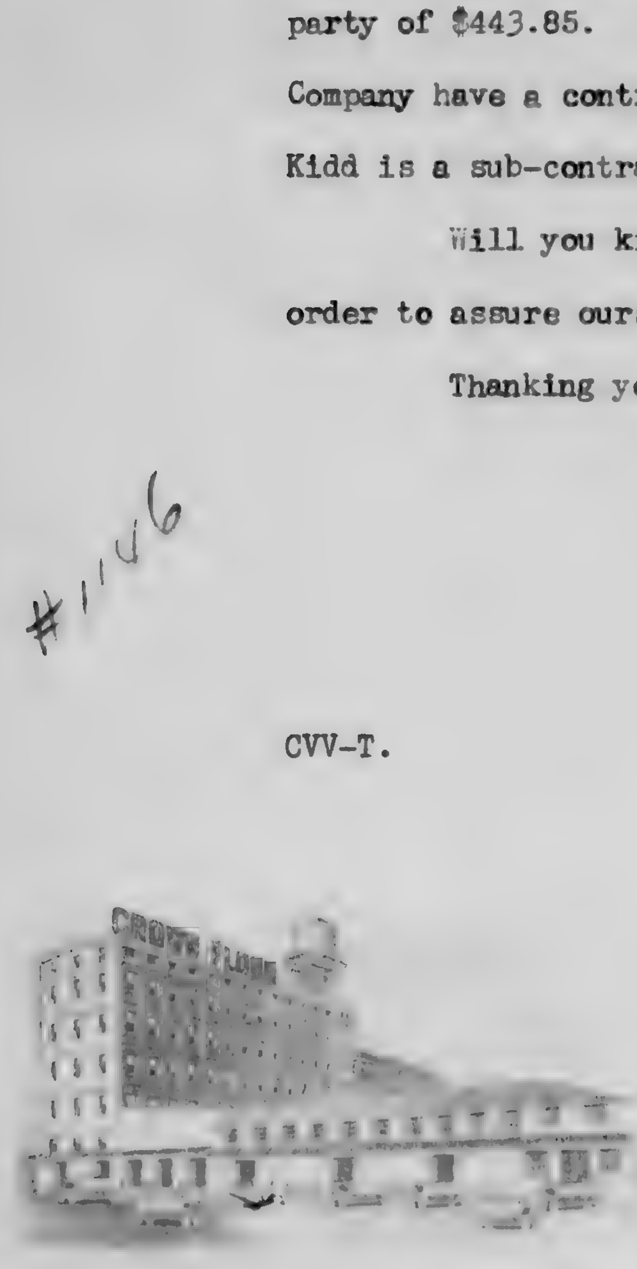
Yours truly,
CROWN MILLS.
C.V. Vosper
C. V. VOSPER.

#1146

CVV-T.

RECEIVED
MAY 21 1930
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.



#1146
3508
-1342

The National Bank of Tacoma

ESTABLISHED 1885
CAPITAL ONE MILLION DOLLARS
S. M. JACKSON, CHAIRMAN, BOARD OF DIRECTORS
R. R. MATTISON, PRESIDENT   E. T. NESS, CASHIER
G. T. PIERCE, VICE PRES   WARD ESTEY, VICE PRES.   ROGER W. PECK, VICE PRES
L. V. WESTON, ASST VICE PRES   H. C. HARMANY, ASST. VICE PRES
H. C. SCHWEINLER, ASST. CASHIER   H. J. DILLE, ASST CASHIER   S. P. MILLER, ASST CASHIER
VARIAN S. GREEN, TRUST OFFICER

Tacoma, Washington

MAY 12 1930
OREGON
STATE HIGHWAY COMMISSION

May 10, 1930

State Highway Commission
Salem
Oregon.

Gentlemen:

We are enclosing assignment of the interest of J. W. Feak Construction Company in April estimate for grading of Barnhouse Rand-Picture Gorge Section of Ochoco Highway, Wheeler and Grant Counties, which we trust you will find in order.

Kindly acknowledge receipt of this letter that we may know the assignment if a matter of record in your office.

Yours respectfully

Ward Estey
WARD ESTEY
Vice President

CC - State Treasurer

[illegible]

PR134D

March 26, 1930

Standard Oil Company of California
P. O. Drawer 58
Walla Walla, Washington

Attention: Mr. J. Jacobson

Gentlemen:

Replying to your inquiry of the 21st concerning the contract awarded by the State Highway Commission to the J. W. Peak Construction Company wish to say that this is State Highway Contract no. 1148 and consists of grading the Burnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties, 10 miles in length. This contract was awarded on January 16, 1930. The bond furnished was in the sum of $95,828.25. This bond was written by the Union Indemnity Company, for whom Irving L. Webster is the local agent, with offices in the Failing Building, Portland. The completion date is November 30, 1930.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
FIRST NATIONAL BANK BLDG
11 SOUTH SECOND STREET
P O DRAWER 86

SALES DEPARTMENT
J. P. CRUDEN
DISTRICT SALES MANAGER
R. P. WEISEL
ASSISTANT DISTRICT SALES MANAGER

WALLA WALLA, WASH. March 21, 1930

J. W. Feak Construction Company,
504 Puyallup Avenue,
Tacoma, Washington

Oregon State Highway Commission.
Salem, Oregon

Gentlemen: Att'n Mr.H.B.Glaisyer, Chief Clerk

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

The above concern we understand is engaged in a contract with your Department covering the construction of the Mitchell-Dayville Section of the Ochoco Highway. This contract, we believe, is known as Job No. 1146.

In order that we may properly protect our lien rights in the furnishing of materials to this concern will you kindly give us a complete description of the contract, the amount involved, the amount of the bond, name of the bondsmen furnishing the material bond, and name and address of agent for these bondsmen?

Thanking you in advance for this information, we are

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA,

J.P.CRUDEN, District Sales Manager

By J J Jacobson

JJ:DH
Credit

ANSWERED
H. B. G.

134-D

March 8, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Barnhouse Ranch-Picture Gorge Section, Project 134-D.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Bach/AP
Enclosure

Oregon State Highway Department Project No. 134-D

BARNHOUSE RANCH-PICTURE GORGE SECTION OF THE OCHOCO HIGHWAY

IN WHEELER AND GRANT COUNTIES

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, March 4, 1930.

West Unit (Sta. 1181+02.9 to Sta. 1545+00)

All Required	Clearing and Grubbing		Low Bid	$ 900.00
55,900 cu.yds	Common Excavation	$ .30	" "	16,770.00
52,600 cu.yds	Intermediate Excavation	.41	" "	21,566.00
86,500 cu.yds	Solid Rock Excavation	.82	" "	70,930.00
173,000 yd.sta.	Overhaul	.015	" "	2,595.00
72 cu.yds	Cl. "A" Concrete	30.00	" "	2,160.00
6 cu.yds	Cl. "B" Concrete	28.00	" "	168.00
6,400 lbs	Metal Reinforcement	.08	" "	512.00
60 cu.yds	Rip Rap	2.25	" "	135.00
7 M-FBM	Lumber & Tbr. (Tres. Sta. 1533+40)	65.00	" "	455.00
700 lin.ft	12" Concrete Pipe	1.50	2d low bid	1,050.00
850 lin.ft	18" Concrete Pipe	2.75	" " "	2,337.50
510 lin.ft	24" Concrete Pipe	3.75	" " "	1,912.50
	Sub-total (West Unit)			$121,491.00

East Unit (Sta. 1545+00 to Sta. 1705+82.8)

All Required	Clearing and Grubbing		Low Bid	$ 400.00
14,000 cu.yds	Common Excavation	.30	" "	4,200.00
20,700 cu.yds	Intermediate Excavation	.41	" "	8,487.00
56,700 cu.yds	Solid Rock Excavation	.82	" "	46,494.00
111,000 yd.sta.	Overhaul	.015	" "	1,665.00
110 cu.yds	Rip Rap	2.25	" "	247.50
400 lin.ft	12" Culvert Pipe	1.50	2d low bid	600.00
100 lin.ft	18" Culvert Pipe	2.75	" " "	275.00
100 lin.ft	24" Culvert Pipe	3.75	" " "	375.00
	Sub-total (East Unit)			$ 62,743.50

Sub-total (roadway)	$184,234.50
10% Engr. and Cont.	18,423.45
Total (Roadway)	$202,657.95

Structure - West Unit
5-19' Spans (Sta. 1265+50)

34 cu.yds	Cl. "B" Concrete	$28.00 Low Bid	$ 952.00
38 M-FBM	Lumber and Timber	65.00 " "	2,470.00
		Sub-total (Structure)	$ 3,422.00
		10% Engr. & Cont.	342.20
		Total	$ 3,764.20

Length of West Unit (gross)		6.891 miles
" " 1 Timber Trestle	95 ft.	.018 "
" " Rock Crk. Br.	150 "	.028 "
" " West Unit (excl. Structures)		6.845 "
Length of East Unit (net)		3.070 "
" " Project (excl. participating structures)		9.915 "
" " " (incl. " ")		9.933 "
Cost per mile (excluding structures)		$20,439.53

SUMMARY

Item	Total Cost	Federal Aid		State Funds
Roadway	$ 202,657.95	$ 125,573.26	(61.963+%)	$ 77,084.69
One Structure	3,764.20	2,342.46	(62.23%)	1,421.74
	$ 206,422.15	$ 127,915.72		$ 78,506.43

State Funds for Construction: Chapter 175, Laws 1927 ; Chapter 37, Laws 1920.

" " " Maintenance: Chapter 41, Laws 1927.

Form 39—B-6282—3M—9-27.

11:348

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Feb -15- , 1930

Job name [illegible]

Week from 10 to 15

Mail address [illegible]

Highway Ochoco

Telegraph or telephone address "

County Wheeler Job prefix [illegible]

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The J. H. Feik Co. have [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] several trucks [illegible] [illegible] [illegible]

[illegible] in one week [illegible] they are [illegible]

Conditions:

[illegible]

[illegible] is in good condition

NOTED
WANZER

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR134D

February 8, 1950

J. W. Peak Construction Company
504 Puyallup Avenue
Tacoma, Washington

Gentlemen:

We enclose herewith, for your records and files, executed copy of the contract which was awarded to you by the State Highway Commission covering the grading of the Barnhouse Ranch-Picture Gorge Section of the Ochoco Highway in Wheeler and Grant Counties.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

PR 134-D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 23, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- Attention — Mr. Nash

Reference is made to estimate covering Oregon Federal Aid Project No. 134-Section D, the Barnhouse Ranch - Picture Gage Section of the Ochoco Highway.

In checking over the total length of this project we find the net length, excluding structures over 20' span, to be 9.915 miles. Also the Rock Creek structure is on the West unit instead of the East unit. Our length as forwarded with the P. S. and E. papers is as follows:

Length of West Unit (gross) ------	6.891	miles
" " Structure, 95 ft. ------	.018	"
" " " 150 ft. Rock Creek-	.028	"
" " West Unit (net) Roadway ---	6.845	"
" " East " (net) " ---	3.070	"
" " Project (gross) -------	9.961	"
" " " excluding participating structures,- -	9.915	"
" " " including participating structures,- -	9.933	"

Will you please check the length and show correctly on the revised estimate when submitted.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer.

January 23, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- **Attention -- Mr. Nash**

Reference is made to estimate covering Oregon Federal Aid Project No. 134-Section D, the Barnhouse Ranch - Picture Gage Section of the Ochoco Highway.

In checking over the total length of this project we find the net length, excluding structures over 20' span, to be 9.915 miles. Also the Rock Creek structure is on the West unit instead of the East unit. Our length as forwarded with the P. S. and E. papers is as follows:

Length of West Unit (gross) - - - - - - -	6.891	miles
" " Structure, 95 ft. - - - - - - -	.018	"
" " " 150 ft. Rock Creek-	.028	"
" " West Unit (net) Roadway - - -	6.845	"
" " East " (net) " - - -	3.070	"
" " Project (gross) - - - - - - - -	9.961	"
" " " excluding participating structures,- -	9.915	"
" " " including participating structures,- -	9.933	"

Will you please check the length and show correctly on the revised estimate when submitted.

Very truly yours,

W. H. LYNCH
District Engineer.

134-D

January 10, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate to accompany plans and five sets of special provisions covering the Barnhouse Ranch-Picture Gorge Section, project 134-D.

We are likewise sending under separate cover five sets of blue print plans and one set of original cross-sections for this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

Oregon State Highway Department   Project No. 154-B

BARNHOUSE RANCH-PICTURE GORGE SECTION

OF THE OCHOCO HIGHWAY IN WHEELER AND GRANT COUNTIES

Salem, Oregon, January 10, 1930.

WEST UNIT (Sta. 1181+02.8 to Sta. 1545+00)

All Required	Clearing and Grubbing		$ 700.00
55,900 cu.yds	Common Excavation	.25	13,975.00
52,600 cu.yds	Intermediate Excavation	.40	21,040.00
86,500 cu.yds	Solid Rock Excavation	.90	77,850.00
173,000 yd.sta	Overhaul	.04	6,920.00
72 cu.yds	Cl. "A" Concrete	30.00	2,160.00
6 cu.yds	Cl. "B" Concrete (Trestle Sta.1533+40)	25.00	150.00
6,400 lbs	Metal Reinforcement	.10	640.00
60 cu.yds	Rip Rap	2.50	150.00
7 M-FBM	Lumber and Timber (Trestle Sta. 1533+40)	70.00	490.00
700 lin.ft	12" Culvert Pipe	1.50	1,050.00
850 lin.ft	18" Culvert Pipe	2.50	2,125.00
510 lin.ft	24" Culvert Pipe	4.00	2,040.00

Sub-total (West Unit) $129,290.00

EAST UNIT (Sta. 1545+00 to Sta. 1705+82.8)

All Required	Clearing and Grubbing		$ 300.00
14,000 cu.yds	Common Excavation	.25	3,500.00
20,700 cu.yds	Intermediate Excavation	.40	8,280.00
56,700 cu.yds	Solid Rock Excavation	.90	51,030.00
111,000 yd.sta	Overhaul	.04	4,440.00
110 cu.yds	Rip Rap	2.50	275.00
400 lin.ft	12" Culvert Pipe	1.50	600.00
100 lin.ft	18" Culvert Pipe	2.50	250.00
100 lin.ft	24" Culvert Pipe	4.00	400.00

Sub-total (East Unit)	$ 69,075.00
Sub-total (roadway)	$ 198,365.00
10% Engr. & Cont	19,836.50
Total (roadway)	$ 218,201.50

Barnhouse Ranch-Picture Gorge Section #2

STRUCTURE - WEST UNIT

5 - 19' Spans. (Sta. 1265+50)

34 cu.yds	Cl. "B" Concrete	$ 25.00	$ 850.00
38 M-FBM	Lumber and Timber	70.00	2,660.00
	Sub-total		$ 3,510.00
	10% Engr. & Cont.		351.00
	Total		$ 3,861.00

Length of West Unit (gross)	25	6,891 miles
Length of one Structure (West Unit) 135'		.026 miles
Length of West Unit (net)		6,865 miles
Length of East Unit (gross)		3,046 miles
Length of Rock Crk Br. (East Unit) 150'		.028 miles
Length of East Unit (net)		3,017 miles
Length of Project (gross)		9,937 miles
Length of Project (net)		9,883 miles
Cost per mile (excluding structures)		$22,078.46 22,062.84

.018
6.873
3.041
9.892
9.932
19.914

S U M M A R Y

Item	Total Cost	Federal Aid Requested	State Funds
Roadway	$218,201.50	$135,786.79 (62.23%)	$ 82,414.71
One Structure	3,861.00	2,402.70 (62.23%)	1,458.30
	$222,062.50	$138,189.49	$ 83,873.01

CONTRACT #1148,
1172, 1309,

PR 124-B Bridge over Rogue River at 1930
Gold Beach

1148.1172.1309

124-B

May 18, 1936

Mr. S. H. Probert
Office

Dear Sir:

Please prepare a reply for me. Tell him that it is not of our concern if he failed to make application for a refund of his gas tax in California; that all gasoline used in Oregon has to be used to defray maintenance and for the construction of roads.

We are also not concerned about his quarrel with the Secretary of State's office over the payment of one and one-half times the license fee. We do know that he owes the highway fund this gas tax money and we will expect him to make immediate payment or else we will withhold it from his estimate.

Very truly yours,

State Highway Engineer

RHB:HI

R. L. Hounck
Cont. #1309

112-10

124 B

May 12, 1934.

Mr. R. H. Baldock

Some time ago you made inquiry as to how we kept track of contractor's costs. As a matter of information, I am sending you a copy of our Form 73 "Resident Engineer's Final Cost Analysis" for the Rogue River Bridge.

We have attempted to keep an itemized cost record of this kind on every job although during the past year our work has been so heavy that some of our paper work has gotten behind. I am putting a man on this to keep it completely up to date.

I thought you might be interested in this as a matter of general interest.

C. B. McCullough

CBM:AP
Attached

Form 73

OREGON STATE HIGHWAY COMMISSION

RESIDENT ENGINEER'S FINAL COST ANALYSIS

BRIDGE CONSTRUCTION

County CURRY Bridge No. 1172 Contractor MERCER-FRASER COMPANY Date 1930-1931

Classification	Item	Quantity	Rate	Amount	Unit Cost	
Dry Excavation	Labor	561 Days	5.40	3030.88	2.94	per c. y. material
1031.9	Material (F. O. B. Job)	8M Total	23.00	184.00	0.18	per c. y. material
	Equipment Charges	Rental		250.00	0.24	per c. y. material
Wet Excavation	Labor	2633 Days	6.68	17586.82	1.92	per c. y. material
9143 C.Y.	Material (F. O. B. Job)	Total		15464.89	1.69	per c. y. material
	Equipment Charges	Rental		10663.81	1.17	per c. y. material
Class "A" Concrete	Material (F. O. B. Job)					
10983.36 C.Y.	Cement	18091 Bbl.	2.992	54128.27	4.93	per c. y. concrete
	Coarse Aggregate	8654 C. Y.	1.60	13851.60	1.26	per c. y. concrete
	Fine Aggregate	4650 C. Y.	1.60	7442.59	.68	per c. y. concrete
Diatomite	~~Forms and Falsework~~	165219 lbs.	0.01375	2271.76	.21	per c.y.concrete
	Lumber (F. O. B. Job)	2204 M.B.M.	18.85	41542.43	3.78	per ~~sq. ft. of surface~~ c.y.concrete
	Hardware (F. O. B. Job)	101843 Lb.	.044	4491.33	.41	per ~~sq. ft. of surface~~ c.y.concrete
	Labor	17711 Days	6.40	95673.74	8.71	per ~~sq. ft. of surface~~ c.y.concrete
	Mixing and Placing					
	Labor	3013 Days	5.55	16723.00	1.52	per c. y. concrete
	Finishing					
	Labor	1577 Days	5.28	8330.62	.76	per ~~sq. ft. of surface~~ c.y.concrete
	Equipment Charges	Rental		20486.30	1.87	per c. y. concrete 24.13
~~Class "B" Concrete~~ Seal Concrete 2991.92 C.Y.	Material (F. O. B. Job)					
	Cement	3849 Bbl.	2.992	11516.21	3.85	per c. y. concrete
	Coarse Aggregate	2261 C. Y.	1.50	3400.05	1.14	per c. y. concrete
	Fine Aggregate	977 C. Y.	1.50	1469.20	.49	per c. y. concrete
Diatomite	~~Forms and Falsework~~	35152 lbs.	0.01375	483.34	.16	per c.y. concrete
	SERVICE TRACK Lumber (F. O. B. Job)	53 M.B.M.	18.46	978.25	.33	per ~~sq. ft. of surface~~ c.y.concrete
						per sq. ft. of surface
	Hardware	Lb.				
	Labor	241 Days	6.21	1496.15	.50	per ~~sq. ft. of surface~~ c.y.concrete
	Mixing and Placing					
	Labor	516 Days	6.21	3206.72	1.07	per c. y. concrete
	Finishing					per sq. ft. of surface
	Labor	Days				
	Equipment Charges	Rental		960.47	.32	per c. y. concrete 7.86

Classification	Item	Quantity	Rate	Amount	Unit Cost	
Class "D" Concrete	Material (F. O. B. Job)					
1615.92 C.Y.	Cement	2371 Bbl.	2.992	7094.03	4.39	per c. y. concrete
	Coarse Aggregate	1147 C. Y.	1.50	1724.84	1.07	per c. y. concrete
	Fine Aggregate	574 C. Y.	1.50	863.17	.53	per c. y. concrete
Diatomite	~~Forms and Falsework~~	21654 Lbs.	0.01375	297.74	.18	per c.y. concrete
	Lumber (F. O. B. Job)	269.8 M.B.M.	17.96	4846.19	3.00	per ~~sq.ft. of surface~~ c.y.concrete
	Hardware (F. O. B. Job)	13334 Lb.	.041	551.14	.34	per ~~sq.ft. of surface~~ c.y.concrete
	Labor	1952 Days	6.40	12489.65	7.73	per ~~sq.ft. of surface~~ c.y.concrete
	Mixing and Placing					
	Labor	626 Days	5.55	3475.08	2.15	per c. y. concrete
	Finishing					
	Labor	125 Days	5.28	658.90	.41	per ~~sq.ft. of surface~~ c.y.concrete
	Equipment Charges	Rental		2990.59	1.85	per c. y. concrete 21.65
Concrete Handrail	Materials (F. O. B. Job)	Total	SUB CONTRACT			per lin. ft.
3856.92 Lin.Ft.	Forms	Total		19284.60	5.00	per lin. ft.
	Labor	Total				per lin. ft.
Metal Reinforcement	Steel (F. O. B. Job)	1764981 Lbs.	0.02445	43148.80	0.024447	per lb. placed
1764981 lbs.	Labor	2492 Days	6.00	14952.00	0.0085	per lb. placed
~~Lumber and Timber~~	~~Lumber (F.O.B. Job)~~ Equipment charges	Rental ~~M.B.M.~~		381.58	0.0004	per ~~M.B.M.~~ lb.placed
	Hardware (F. O. B. Job)	Lb.				per M.B.M.
	Labor	Days				per M.B.M.
Structural Steel	Steel (F. O. B. Job)	114109 Lb.	.043	4887.73	.043	per lb. erected
114109	Falsework Material	M.B.M.		none		per lb. erected
	Labor on Falsework	Days		none		per lb. erected
	Labor Erecting Steel	39 Days	7.00	269.62	0.0024	per lb. erected
	Labor Riveting Steel	Days		none		per lb. erected
	Paint (F. O. B. Job)	Gal.		none		per lb. erected
	Labor Painting	Days		none		per lb. erected
	Equipment Charges	Rental		161.51	0.0014	per lb. erected
Trestle Superstructure	Lumber (F. O. B. Job)	M.B.M.				per lin. ft.
	Hardware (F. O. B. Job)	Lb.				per lin. ft.
	Paintand Presevatives	Gal.				per lin. ft.
	Labor	Days				per lin. ft.
	Equipment Charges	Rental				per lin. ft.

OREGON STATE HIGHWAY COMMISSION

RESIDENT ENGINEER'S FINAL COST ANALYSIS

BRIDGE CONSTRUCTION—Continued

Classification	Item	Quantity	Rate	Amount	Unit Cost	
Timber Trusses	Lumber (F. O. B. Job)	M.B.M.				per span
	Hardware (F. O. B. Job)	Lb.				per span
	Paint and Presevatives	Gal.				per span
	Labor	Days				per span
	Equipment Charges	Rental				per span
Piling	Piling (F. O. B. Job)	27015.7 Lin. ft.	.15	10457.70	0.387	per lin. ft.
27015.7	Labor	1350 Days	7.97	10753.92	.40	per lin. ft.
	Equipment Charges	Rental		4011.17	.15	per lin. ft.
Maintenance of Traffic	Materials	Total				per structure
	Labor	Days				per structure
Hauling Materials	Labor	Days				per ton mile
	Other Costs	Total				per ton mile
Other Cost Items						
	Force Order #1			351.29		
	Force Order #2			259.46		
	Force Order #3			216.89		

NOTE: 69718 Ft. of piling used because followers were not permitted to be used in under-water driving. Cost of piling F.O.B. job based on above figure.
Unit Cost per ft. based on number of feet in structure.
Labor includes divers cutting off piles under water.

SUMMARY	Cost	
Total cost of structure (sum of itemized costs)	480060.03	
General equipment charges (not chargeable to any one item)	2275.54	
General overhead expenses (camp loss, bond, office, etc.) & compensation ins.	57279.89	
GRAND TOTAL	539615.46	

UNIT COST, Including Pro-rated Overhead		Unit	Cost	Unit Cost
Dry Excavation	1031.9	C. Y.	3894.73	3.77
Wet Excavation	9143.0	C. Y.	49138.79	5.37
Class "A" Concrete	10983.36	C. Y.	297809.85	27.11
~~Class "X"~~ Concrete Seal	2991.92	C. Y.	26427.05	8.83
Class "D" Concrete	1615.92	C. Y.	39332.29	24.34
Concrete Handrail	3856.92	Lin. Ft.	21677.01	5.62
Metal Reinforcement	1764981.0	Lb.	66074.82	0.0374
Lumber in Place		M.B.M.		
Structural Steel	114109.0	Lb.	5978.71	0.0524
Trestle Superstructure		Lin. Ft.		
Timber Trusses		Each		
Piling	27015.7	Lin. Ft.	28351.89	1.05
~~Maintenance of Traffic~~ Force Acc't.		Structure	930.32	
			539615.46	

General Remarks:

ITEM	UNIT	UNIT PRICE	UNIT COST	UNIT PROFIT	UNIT LOSS
Dry Excavation	C.Y.	8.00	3.77	4.23	
Wet Excavation	C.Y.	8.00	5.37	2.63	
Excavation below Elev.	C.Y.	10.00	5.37	4.63	
Class "A" Concrete	C.Y.	24.00	27.11		3.11
Seal Concrete	C.Y.	18.00	8.83	9.17	
Class "D" Concrete	C.Y.	24.00	24.34		0.34
Concrete Handrail	Lin.Ft.	5.50	5.62		0.12
Metal Reinforcement	Lbs.	0.045	0.0374	0.0076	
Structural Steel	Lbs.	0.10	0.0524	0.0476	
Foundation Piling	Lin.Ft.	0.50	1.05		0.55

} Adjustments are charged to their various classes of work.

(Signed) Marshall Dresser
Resident Engineer

June 23, 1932.

124 B

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 10th, which contained an inquiry of whether the cost shown on the first page of the supporting data for "Special Adjustment on Piling" are estimated costs based on 42,000 lineal feet of piling, or are actual costs based on the 27,012.7 lineal feet of piling actually used.

Please be advised that the costs set forth in this statement are actual costs for the piling placed, the adjustment being based on the condition that the number of piling used are the same as was anticipated in the contract, and the reduction in lineal feet being due to the reduced lengths of the piling rather than a reduction in the number.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

June 10, 1932

RECEIVED
JUN 11 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher for Oregon F.A.P. No. 124-B, submitted in the amount of $34,072.00.

It is not apparent whether the costs shown on the first page of the supporting data for the "Special Adjustment on Piling" are estimated costs based on 42,000 Lin. Ft. of piling, or actual costs based on 27,012.7 Lin.Ft. of piling.

Please advise us as soon as possible in order that the voucher may be forwarded for payment without unnecessary delay.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1148

OR124A

May 13, 1932

Fidelity and Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1148 for the construction of the bridge over the Rogue River near Gold Beach has been completed by the contractors, Mercer-Fraser Company of Eureka, California, and that final payment will be made by the State with the above contractor, for work done under said contract, on or after May 23, 1932.

The State is not advised of any unpaid claims for labor or material, nor of the existence of any claims, debts, dues or demands incurred in the performance of the construction under said contract, and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this construction will be $592.725.56, of which amount $915.26 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

JMcF:jn

PR 12 + 13

April 25, 1932.

Mrs. Isaac Lee Patterson
% Lee Patterson,
852 Mason Street,
Portland, Oregon.

Dear Mrs. Patterson:

The State Highway Commission has instructed me to extend to you an invitation to be present at the Dedication of the Isaac Lee Patterson Memorial Bridge, to be held at Gold Beach, Oregon, May 28. The Highway Commission will be very pleased to furnish suitable transportation for you and your party.

I understand that Mr. McCullough has already written to you transmitting Mr. Robert Withrow's request that the granddaughters of the late Governor be present and participate in the dedication ceremonies; and this invitation, of course, includes them as well as you, and any one else whom you care to have accompany you.

I shall be glad to hear from you, advising your wishes as to the time and place you desire our car to call for you.

Very truly yours,

R. H. Baldock
State Highway Engineer

Dedication Of R. R. Bridge
Memory Of Gov. Patterson

Gold Beach, Or., April 12—With appropriate ceremonies, the great reinforced concrete bridge spanning Rogue river on the Oregon Coast highway between Gold Beach and Wedderburn, will be formally dedicated on Saturday, May 28, to the memory of the late Governor Isaac L. Patterson.

In conjunction with the bridge dedication, the opening to travel of the scenic Oregon Coast highway will be celebrated.

Plans ror the memorable event are being made by state highway officials, the Gold Beach Chamber of Commerce, the Oregon Coast Highway association and the Redwood Empire association of California.

Committees handling the various features of the celebration have been named, and they are working on details for the event. It is estimated that fully 10,000 people from all parts of the Pacific coast will be present for the celebration.

Two big caravans will start for Gold Beach on the morning before the celebration. One will form at Astoria under auspices of the Oregon Coast Highway association and travel south. Cars from the various communities along the highway will join the calvacade as it proceeds on its triumphal procession south. The other, sponsored by the Redwood Empire association of California, will form at San Francisco and proceed north over the Redwood highway. The two caravans will arrive in Gold Beach on the morning of May 28 for the formal ceremonies.

Assurance has been given by the Oregon State Highway department that the coast highway will be open to traffic throughout its 410 miles from Astoria to the California state line in time for the celebration. Free ferries will be operated across streams and assurance is given that a 15-minute, 24-hour service on all ferries will be provided if necessary to accommodate travel. The coast highway will not only be open for travel, but the state highway department has promised to have the scenic coast boulevard all "dolled up" for the occasion.

At the time of the celebration, the entire stretch of the highway and the Redwood highway will be in spring garb. Miles upon miles of rhododendrons, azaleas and other shrubs and plants will be in full bloom, and will lend enchantment to the drive of motorists from both north and south.

Gold Beach will be prepared to greet its guests. Local committees assisted by committees from the Oregon Coast Highway association and the state highway department are arranging details or the formal ceremonies and for the many special entertainment features which will be staged. While Gold Beach is small in population, it is noted for its hospitality and its knack of doing things right. Nobody will be disappointed in the May 28 celebration.

The Rogue river bridge is the largest bridge of the Oregon state highway system, and the first one to be built with the Freyssinet type of arch construction, designed by the noted French bridge engineer, Ernest Freyssinet.

The bridge is 1932 feet long and has seven reinforced arch spans, each 240 feet long. The roadway is 27 feet wide and on each side is a raised pedestrian walk 3½ ft. wide. It is flanked by reinforced concrete arch viaduct approaches each 144 feet long. At each end of the bridge there are sets of towers rising 30 feet above the roadway and containing shelter and lookouts. The bridge has a clearance of 58 feet above mean low water.

The bridge is a mammoth mass of concrete artistic in design which blends with its rough and rugged background. From its broad deck is offered a wonderful vista of the mouth of the mighty Rogue, the ocean and the green-clad slopes of the mountains.

The structure weighs 63,706,000 pounds or 31,853 tons. It contains 15,730 cubic yards of concrete and 965 tons of steel.

Construction of the bridge was started in March 1930, and it was finished in January this year. During the height of its construction 175 men were employed. The total cost of the bridge including approaches was approximately $625,000. The Mercer-Fraser Company of Eureka, Cal., was the contractor.

Port Orford News,
April 19, 1932.

COPY FOR MR. Ba[illegible]ck
From H. B. Glaisyer, Secretary

C
O
P
Y

CURRY COUNTY REPORTER

Robert L. Withrow
Managing Editor

Gold Beach, Oregon

NOTED

April 2, 1932

Mr. Leslie M. Scott
Chairman, State Highway Commission
1025-29 Yeon Building,
Portland, Ore.

Dear Mr. Scott:

Thanks for your suggestions and your approval of Mr. Van Duzer as chief speaker for Rogue River Bridge Celebration. I will write to him just as soon as I hear reply from a letter I wrote to Mr. Norblad about the same thing.

You suggest inviting governors of California and Washington to be our guests. We plan on that. You also suggest inviting county judges and commissioners of Oregon and neighboring California counties, members of Oregon legislature, chambers of commerce of Western and Southern Oregon and newspaper editors of Oregon.

If we invite all these to be our special guests and expecting free entertainment including our dinner which we plan serving to our invited guests, we are going to have a big load on our hands. You know, Mr. Scott, we are just a small community and with few people who are able to assist us. Money is mighty scarce. We have had a little help from the bridge contractor and a promise of $200 from the Oregon Coast Highway association. We are assured of some help from the state highway department which will take around $125 to $150 expense off us.

Our handling of around 200 or more specially invited guests is a tremendous task. In fact we have no building large enough to provide for them. We have not the dishes. We were planning on a guest luncheon for around 100 to 110 and have appropriated $100 for that purpose. We can't spend any more unless we have the money, and we don't know where we are going to get more.

The state legislature saw fit to make our bridge dedication a state function, but it forgot to appoint any committee or to assign the task of handling the function to any of its officials or boards, or appropriating any money for it.

Our little community down here is willing to do what it can, but it should not be expected of us to hold the sack.

Unless we get more funds to meet expenses, we will go right ahead on limited plans as we have outlined.

If you know of any way by which we can get anywhere from $500 to $500 in cash out of the state so as to be able to enlarge the scope of our plans, I wish you would give us the information.

Our publicity is costing us a lot of money, including press work, cuts, mats, stationery, invitations, photographs and other items.

I wish you would think these things over and advise us.

Yours truly,

Robert L. Withrow

FORM 2-A-1 1784 4500 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 124 B

OREGON STATE HIGHWAY COMMISSION
SALEM

March 14, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
State Highway Commission,
Office.

Dear Sir:

The work to be done under Roy L. Houck's contract No. 1309, for grading the Approaches to the Wedderburn Bridge was completed on February 24th, 1932. Acceptance of this project by the State Highway Commission as of its date of completion is hereby recommended.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

N

PR1242

Feb. 29, 1932

Mr. M. L. Gilbert,
1101 Wilcox Building,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of the 28th inst., concerning the contract awarded by the State Highway Commission to R. L. Houck for the construction of approaches to the bridge over the Rogue River at Wedderburn, Oregon.

Our records show that our semi-final estimate, No. 5, in the sum of $6,443.91, covering work performed by the contractor to February 15, 1932, is now in the process of payment. The retained percentage is $748.69.

Our records also show that this project was 97% complete on February 15, and it was estimated that it would be completed by February 20, 1932. In addition to the amounts given above, the records show that there is still work to be done to complete this job in the amount of $777.40.

The sums given above do not agree with the amounts given in your letter, but this may be accounted for by the payment of Estimate No. 4, $3,737.50, which payment was made on February 5, 1932.

We anticipate that final settlement with Mr. Houck for this work will be made within the next thirty days.

The only claim that has been filed in this office against this project is that of the Gold Beach Packing Co., for damages done by Mr. Houck's blasting operations. We have not been advised of the amount of this claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

ouck - Contract No. 1309 -

#1309

EIVED
7 1932
REGON
WAY COMMISSION

Semi-final Est. #5, amt. $5,443.91 for work performed to Feb, 15th was mailed out to the contractor on Feb, 23rd for signature.

The retained percentage is $748.69.

The total amount paid to date including the above semi-final will be $24,207.52.

This contract was approximately 97% complete on Feb, 15th and the estimated date of completion at that time was Feb, 20th.

The quantity summary sheet showed that there was still $777.40 in work to complete the contract on Feb, 15th.

The Gold Beach Packing Co. advised on Dec, 2, 1931 that they had a claim for damages by blasting, amount was not stated.

1321 [illegible]

Re. R. L. Houck

In support of future applications for surety bonds, Mr. R. L. Houck has submitted a financial statement as of February 17, 1932, showing, in connection with his contract for the Wedderburn Brideg Approaches;

Earned Estimates	$ 6,826.55, and also
Retained Percentages	2,031.60.

Will you kindly advise by return mail:

1. If these figures agree with yours?
2. When will the job be finished?
3. When will payments be made to Mr. Houck?
4. Are there any claims filed on this work, or on any other work that you know of?

Thanking you for this information, I am

Very truly yours,

M. L. Gilbert

M. L. Gilbert

#1309

MALCOLM L. GILBERT
INSURANCE
1101 WILCOX BUILDING
PORTLAND, OREGON

RECEIVED
FEB 27 1932
OREGON
STATE HIGHWAY COMMISSION

February 26, 1932.

State Highway Commission,
Salem, Oregon.

Dear Sirs;

Re. R. L. Houck

In support of future applications for surety bonds, Mr. R. L. Houck has submitted a financial statement as of February 17, 1932, showing, in connection with his contract for the Wedderburn Brideg Approaches;

Earned Estimates	$ 6,826.55, and also
Retained Percentages	2,031.60.

Will you kindly advise by return mail:

1. If these figures agree with yours?
2. When will the job be finished?
3. When will payments be made to Mr. Houck?
4. Are there any claims filed on this work, or on any other work that you know of?

Thanking you for this information, I am

Very truly yours,

M. L. Gilbert

M. L. Gilbert

Form 39—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 27, 1932

Job name Approaches to Wedderburn Bridge

Week from Feb. 21 **to** Feb. 28

Mail address Coquille, Ore.

Highway Oregon Coast Hwy.

Telegraph or telephone address Coquille, Ore.

County Curry **Job prefix** [illegible]

Express and freight address Coquille, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

In office on final estimate.
Contractor finished grading and surfacing
on [illegible] and left
job leaving equipment preparatory to shipping.

RECEIVED
MAR - 1932
OFFICE OF
MAINTENANCE ENGINEER

RECEIVED
MAR 2 1932
OREGON
STATE HIGHWAY COMMISSION

[illegible]
MAR 3 1932
[illegible] DIV. OFFICE

(See back of this sheet for instructions and detailed information)

Signed

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project 0.57
Miles completed 0.57
Miles completed except finishing —
Total cubic yards in project 36200
Cubic yards moved to date 36200
Miles covered by contractor's forces 0.57
Miles cross-sectioned 0.57
Miles cross-sections completed and checked 0.57
Miles to be measured —
Number men in Engineering Party 2
Contractor's average force for week 5 men,
3 Ford Trucks 1 Grader, 1 bulldozer ~~teams~~, 1 1 gas ~~steam~~ shovels
1 Compressor
Grading work ~~will be~~ was completed ~~about~~ Feb 24, 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 0.57
Miles completed 0.57
Miles partially done —
Total cubic yards in project 4590
Cubic yards produced to date 4590
Average daily yardage produced this week —
Average daily yardage necessary to complete on time —
Contractor's average force for week — men,
teams, trucks
Project will be completed about
Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project
Miles paving completed
Total square yards in project
Square yards completed to date
Average daily square yards this week
Miles shoulders completed both sides
Contractor's average force for week men,
teams, trucks
Job will be completed about
Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 8PH-1 Percentage 100
2. Percentage
3. Percentage
4. Percentage

#1148

p#12413

February 5, 1932

Mr. Clarence D. Porter, Manager,
Fidelity and Deposit Company,
Failing Building,
Portland, Oregon.

Dear Sir:

Reference is made to the second paragraph of your letter of the second instant, concerning state highway contract No. 1148, awarded to the Mercer-Fraser Co., for the construction of a bridge over Rogue River in Curry County.

The date set for the formal bridge dedication is Saturday, May 28, 1932. Arrangements for the ceremonies are being made by a committee of residents of Gold Beach and vicinity. The date for the dedication was set by this committee and was approved by the State Highway Commission. I believe Mr. Robert L. Withrow, Managing Editor of the Curry County Reporter, is the chairman of this committee.

I think that you would enjoy attending this celebration and viewing this bridge. It is a beautiful structure, and just to see it will be well worth the trip. Also, the highways will be in excellent condition for you to drive on to Crescent City and come back by way of the Redwood Highway, and perhaps Crater Lake and The Dalles-California Highways. This would make a nice three or four days' trip.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

NT OF OREGON
ND DEPOSIT COMPANY
OF MARYLAND
FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE
Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

February 2, 1932

Mr. H. B. Glaisyer,
State Highway Commission,
Salem, Oregon.

In re: Mercer-Fraser Company.
Contract No. 1148 Construction
of Bridge over Rogue River.

Dear Mr. Glaisyer:

Thank you for your letter of the 30th ultimo advising us of semi-final payment under the above contract.

Will you kindly advise me when it is planned that this bridge will be formally dedicated and opened as I may want to be present at that time.

Sincerely yours,

Clarence D Porter

Clarence D. Porter,
Manager.

CDP:EP

May 28, 1932

PR124B

PR124B

December 1, 1931.

Mrs. Mary E. Allison
367 West Cleveland Street
Woodburn, Oregon

Dear Madam:

In reply to your letter of November 27th addressed to Mrs. Rosecrans, beg to report that according to the records of this office Mr. R. L. Houck commenced work on the approaches to the Rogue River bridge between Wedderburn and Gold Beach, on September 8th, 1931.

Trusting this is the desired information, I remain,

Yours very truly,

STATE HIGHWAY COMMISSION

MHR

By

Secretary.

PR124B

2

124B

[illegible]

Will you please let me know
the date when the L. L. Bunch
construction company began the
work on the approaches to the
bridge between Wedderburn and
Gold Beach? This is Mrs Allison
the lady to whome you gave me
Bunch's address when I was in
your office on the 15th of Oct.
Should be pleased to hear
from you as soon as [illegible]
[illegible]

[illegible]

RECEIVED
SEP 22 1931
OREGON STATE HIGHWAY COMMISSION

PARTMENT

LY REPORT

te Sept. 16, 1931

m Sept. 6 to Sept 13

ress Coquille, Ore.

h or telephone address Coquille, Ore.

and freight address Coquille, Ore.

tor, important developments, instructions to contractor,

ing right of way on South

ing at sta. 1664+00,

lephone crew finished

1 gas shovel, 4 Ford
dozer, 1 grader.

RECEIVED
SEP [illegible] 1931
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information)

Signed

Title Res Engr

PR124B

Form 39—F-20138—5M—1-31

RECEIVED
SEP 22 1931
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 16, 1931

Job name Approaches to Wedderburn Bridge

Week from Sept 6 to Sept 13

Mail address Coquille, Ore.

Highway Roosevelt Coast

Telegraph or telephone address Coquille, Ore.

County Curry

Job prefix 8PH-1

Express and freight address Coquille, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Monday:
Contractor's Crew began clearing right of way on South approach.

Friday noon shovel began digging at sta. 1662+00, material hauled to bridge end

Leith moved power Line. Telephone crew finished moving telephone lines.

Contractor's Force: 13 men, 1 gas shovel, 4 Ford Trucks, 1 Caterpillar and Bulldozer, 1 grader.

RECEIVED
SE[illegible] 1931
GRANTS [illegible] DIV. OFFICE

(See back of this sheet for instructions and detailed information)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading in project 0.57

Miles completed —

Miles completed except finishing —

Total cubic yards in project 36000

Cubic yards moved to date 700

Miles covered by contractor's forces 0.32

Miles cross-sectioned 0.57

Miles cross-sections completed and checked 0.30

Miles to be remeasured 0.57

Number men in Engineering Party 1

Contractor's average force for week 13 men,

4-Ford Trucks, ~~teams~~, 1-Cat + Bulldozer, 1 gas ~~steam~~ shovels
1 grader.

Grading work will be completed about Specificied Date.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

Approaches to Rogue R. Bridge at Wedderburn

PR124B

September 9, 1931.

Mr. W. E. Chandler,
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

You will recall that our contract with Roy L. Houck, for the grading of the approaches to the Rogue River Bridge at Wedderburn, includes a provision whereby we may eliminate from the contract the construction of the concrete retaining wall which is required at about Station 1656+50, and that our right to make this elimination expires on September 15th.

Mr. Klein would like very much to have this wall constructed by Mercer and Fraser, the contractors who are constructing the Rogue River Bridge, as he feels that a more satisfactory job would be obtained in that manner. He would prefer, however, to have the Mercer-Fraser people perform the work as subcontractors for Mr. Houck, and he would, therefore, like to have you take the matter up with Mr. Houck with a view to having the work so performed, if possible.

If Mr. Houck should not be able to subcontract the work to Mercer and Fraser, or should not wish to handle it in that manner, kindly let us know as we might then wish to consider making arrangements directly with Mercer and Fraser. In their bid for the grading of the approaches to the bridge, Mercer and Fraser bid practically the same amount for the wall construction that Mr. Houck bid, so it appears reasonable to expect either that Houck could subcontract the work to Mercer and Fraser at a small profit, or that we could make arrangements directly with Mercer and Fraser for the construction of the wall at a cost as low or lower than was bid by Mr. Hou[illegible] understand, however, that we would much prefer to have [illegible] performed as a subcontract under the Houck contract, and [illegible] last resort would we wish to make arrangements directly wit[illegible]er and Fraser Company. If Mr. Houck objects to subcontra[illegible] work to the Mercer-Fraser Company, you should urge him very strongly to do so.

Kindly let this matter have your immediate attention as our right to eliminate the construction of the wall from the contract expires within less then one week, and, therefore, the time is already very short if it becomes necessary to negotiate directly with the Mercer-Fraser people.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

The above matter was discussed with Rounch in the Salem office, Sept. 10. He agreed to take the matter up with Mercer-Fraser and report back.
SHP

PR 1241B

September 9, 1931

Mr. Roy L. Houck,
Independence,
Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the approaches to the Wedderburn bridge on the Oregon Coast Highway in Curry County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

PR124-B

August 14, 1931.

Mr. W. H. Lynch,
District Engineer
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering, covering the Rogue River Bridge and approaches at Wedderburn, Project No. 124-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

Oregon State Highway Department Project No. 124-B

ROGUE RIVER BRIDGE AND APPROACHES

AT WEDDERBURN ON THE OREGON COAST HIGHWAY

IN CURRY COUNTY

(Substitute estimate for vouchering. Based on low bid prices)

Salem, Oregon, Aug. 14, 1931.

Structure

10,000 cu. yds.	Excavation	$ 8.00	$ 80,000.00
1,000 " "	Excavation below plans	10.00	10,000.00
42,000 lin. ft.	Foundation Piling	.50	21,000.00
2,500 cu. yds.	Seal Concrete	18.00	45,000.00
11,000 " "	Class "A" Concrete	24.00	264,000.00
1,800 " "	Class "D" Concrete	24.00	43,200.00
1,675,000 lbs.	Metal Reinforcement	.045	75,375.00
82,000 "	Structural Steel	.10	8,200.00
3,892 lin. ft.	Concrete Handrail	5.50	21,406.00
	Sub-total		$ 568,181.00
	10% Engr. & Cont.		56,818.10
	Total- - -		$ 624,999.10

Roadway (Sta. 1630 - Sta. 1681)

All Required	Clearing & Grubbing	$	$ 199.44
8,500 cu. yds.	Common Excavation	.25	2,125.00
13,000 " "	Solid Rock Excavation	.60	7,800.00
200 " "	Structural Excavation	1.00	200.00
4,500 yd. sta.	Overhaul	.02	90.00
3,000 yd. mi.	Truck Haul	.15	450.00
1,900 cu. yds.	Gravel Topping	1.00	1,900.00
6,600 lbs.	Metal Reinforcement	.08	528.00
110 cu. yds.	Class "A" Concrete	25.00	2,750.00
6 " "	Dry Rubble	2.00	12.00
45 " "	Riprap	2.00	90.00
250 lin. ft.	6" Porous Drain Tile	.25	62.50
30 " "	12" Concrete Pipe	1.00	30.00
110 " "	30" " "	5.00	550.00
300 cu. yds.	Earth Filler	.25	75.00
200 yd. mi.	Hauling Filler	.15	30.00
	Sub-total		$ 16,891.94
	10% Engr. & Cont.		1,689.19
	Total		$ 18,581.13

36

Roadway (Sta. 1625 - Sta. 1630) (Sta. 1661 - Sta. 1672+98)

All Required	Clearing and Grubbing	$	$ 300.56
4,500 cu. yds.	Common Excavation	.25	1,125.00
10,000 " "	Solid Rock Excavation	.60	6,000.00
15,500 yd. sta.	Overhaul	.02	310.00
1,700 cu. yds.	Gravel Topping	1.00	1,700.00
9 " "	Dry Rubble	2.00	18.00
55 " "	Riprap	2.00	110.00
40 lin. ft.	12" Concrete Pipe	1.00	40.00
140 " "	18" " "	2.00	280.00
90 " "	24" " "	2.75	247.50
200 cu. yds.	Earth Filler	.25	50.00
100 yd. mi.	Filler Haul	.15	15.00
		Sub-total	$ 10,196.06
		10% Engr. & Cont.	1,019.60
		Total	$ 11,215.66

Length of Project	4,758.50 ft.	.901 Miles
" " Structure	1,938.42 "	.367 "
" " Earth Approaches	1,124.08 "	.213 "
" " Roadway	1,696.00 "	.321 "

Cost per mile (Excluding structure and earth approaches) $ 34,939.75

State funds for construction: Chapter 175, laws 1917; Chapter 51, laws 1920.

State funds for maintenance: Chapter 41, laws 1927.

PR124B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

August 8, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The voucher submitted on Oregon Federal Aid Project No. 124-B, covering the period June 12, 1931, to July 11, 1931, in the amount of $40,734.00, shows 220 Cu. Yds. of Class "D" Concrete on the statement of labor and materials. The estimate shows Class "B" Concrete.

This is obviously a typographical error. Please correct it when submitting the next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Highway Engineer

PR124B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.____

POST OFFICE BUILDING
PORTLAND, OREG.

August 3, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon Federal Aid Project 124-B, the approaches to the Rogue River Bridge, have been recommended for approval and we hereby concur in the award of the contract to the low bidder.

Very truly yours,

W. H. LYNCH
District Engineer

By
[illegible] Davis
Highway Engineer

5

PR 124B

July 22, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying the revised plans and five bid proposals for the Rogue River Bridge Approaches, Project No. 124-B. Five sets of blueprint plans for this work are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. [illegible]

ROGUE RIVER BRIDGE AT WEDDERBURN

ON THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate with revised plans for earth approaches. Not as basis for substitute estimate)

Salem, Oregon, July 22, 1931.

Structure (Contract Prices)

10,000 cu. yds.	Excavation	$ 8.00	$ 80,000.00
1,000 " "	Excavation below plans	10.00	10,000.00
42,000 lin. ft.	Foundation Piling	0.50	21,000.00
2,500 cu. yds.	Seal Concrete	18.00	45,000.00
11,000 " "	Class "A" Concrete	24.00	264,000.00
1,800 " "	Class "D" Concrete	24.00	43,200.00
1,675,000 lbs.	Metal Reinforcement	.045	75,375.00
82,000 "	Structural Steel	.10	8,200.00
3,892 lin. ft.	Concrete Handrail	5.50	21,406.00
	Sub-total		$ 568,181.00
	10% Engr. & Cont.		56,818.10
	Total........		$ 624,999.10

Roadway (Sta. 1630 - Sta. 1661) (Estimated Prices)

All Required	Clearing and Grubbing	$	$ 300.00
8,500 cu. yds.	Common Excavation	0.40	3,400.00
13,000 " "	Solid Rock Excavation	1.00	13,000.00
200 " "	Structural Excavation	3.00	600.00
4,500 yd. sta.	Overhaul	0.04	180.00
3,000 yd. mi.	Truck Haul	0.25	750.00
1,900 cu. yds.	Gravel Topping	1.00	1,900.00
6,600 lbs.	Metal Reinforcement	0.08	528.00
110 cu. yds.	Class "A" Concrete	24.00	2,640.00
6 " "	Dry Rubble	6.00	36.00
45 " "	Riprap	3.00	135.00
250 lin. ft.	6" Porous Drain Tile	0.50	125.00
30 " "	12" Concrete Pipe	2.00	60.00
110 " "	30" " "	5.00	550.00
300 cu. yds.	Earth Filler	0.30	90.00
200 yd. mi.	Hauling Filler	0.20	40.00
	Sub-total		$ 24,334.00
	10% Engr. & Cont.		2,433.40
	Total..........		$ 26,767.40

Roadway (Sta. 1625 - Sta. 1650) (Sta. 1661 - Sta. 1672+86.8) (Estimated Prices)

All Required	Clearing and Grubbing	$	$ 450.00
4,500 cu. yds.	Common Excavation	.40	1,800.00
10,000 " "	Solid Rock Excavation	1.00	10,000.00
15,500 yd. sta.	Overhaul	.04	620.00
1,700 cu. yds.	Gravel Topping	1.00	1,700.00
9 " "	Dry Rubble	6.00	54.00
55 " "	Riprap	3.00	165.00
40 lin. ft.	12" Concrete Pipe	2.00	80.00
140 " "	18" " "	3.00	420.00
90 " "	24" " "	4.00	360.00
200 cu. yds.	Earth Filler	.30	60.00
100 yd. mi.	Filler Haul	.20	20.00
	Sub-total		$ 15,729.00
	10% Engr. & Cont.		1,572.90
	Total...............		$ 17,301.90

Total length of Project	4758.50 ft.	.901 miles
Length of Structure	1938.42 ft.	.367 "
Length of Roadway Approaches	1124.08 ft.	.213 "
Length of Roadway	1696.00 ft.	.321 "

Cost per mile, roadway (excluding structure and earth approaches) $ 53,900.00

SUMMARY

Item	Total Cost	Federal Aid Requested	State Funds
Structure...........	$ 624,999.10	$ 388,936.94	$236,062.16
Earth Approaches....	26,767.40	13,859.67	12,907.73
	$ 651,766.50	$ 402,796.61	$248,969.89
Roadway..............	$ 17,301.90	5,992.74	11,309.16
Total....	$ 669,068.40	$ 408,789.35	$260,279.05

FORM 2-K-1 P-21400 1000 4-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER
SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

8R124B

July 7,1931

NOTED
State Highway Engineer

Mr. R. A. Klein:

In reply to your inquiry as to whether or not all the rights of way have been procured for the grading of the approaches to the Rogue River Bridge, wish to say that we have reached agreements with practically all the owners, and the remaining rights of way will be procured before the next meeting of the commission.

J. M. Devers

JMD:Eh

Copy sent to Chandler.

PR(124B

NOTED
G. S. Paxson

1172

NOTED
State Highway Engineer

June 17, 1931

Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Grants Pass, Oregon

Dear Sir:

I have read over carefully your letter of June 16, concerning the grading of the approaches to the Rogue River bridge at Gold Beach. I appreciate the fact that it would be desirable to have these approaches completed as soon as possible after the bridge structure itself is completed, in order to place the bridge in use as soon as possible and also to eliminate the operating charges on the ferry.

In looking over the profile of the project, there is shown the item of 7300 cubic yards to be hauled from the north side of the bridge to the south side. It is noted, however, that this material is deposited immediately at the south end of the bridge and that the balance of the project can be graded at any time. On the north side of the bridge, I anticipate that it will be necessary to wait until the bridge is well completed before any appreciable amount of work is done on account of interference with the present hauling roadway and the contractor's cement storage sheds, etc.

This is a Federal aid project and the Bureau of Public Roads has been raising considerable objection lately to state force account work, particularly on oiling, and since it is desirable to secure its cooperation on this project, I think it would be well to handle the work by contract rather than with state forces.

In order to meet the situation as you point it out, it would be possible to let a contract the latter part of July, providing that the grading on the south side of the river which does not require hauling across the bridge be done not later than September 30 and the balance of the work completed as soon as hauling was permitted across the deck of the new bridge. This would have the advantage of doing the grading work on the south side of the river under more favorable conditions than if the contract were let later. Do you see any objection to this plan? It would seem advisable, of course, to provide for some pit-run gravel surfacing for the project in order to make it usable this winter, the thought being, of course, that this gravel could be taken from the river.

Mc

I am sending you for your convenience a copy of the Federal aid sheets covering this project, showing both alinement and profile, and would be glad to have you write up the special provisions of this job for both grading and surfacing. If you will handle this within the next couple of weeks, we would include it in our July letting.

If you have any further suggestions along this line, I will be glad to consider them. In the meantime, I will ask Mr. McCullough if he can give me any more definite date as to the probable completion of the bridge structure.

Very truly yours

State Highway Engineer

RAK:HI

DUZER, CHAIRMAN, PORTLAND
E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

RECEIVED
JUN 17 1931
OREGON
STATE HIGHWAY COMMISSION

JUNE 16, 1931

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I have the following letter from Mr. Paul Van Scoy, Resident Engineer at Coquille, concerning the approach of the Rogue River Bridge at Gold Beach:

> "I suppose that some plans have already been made for the grading of the approaches to the Rogue River Bridge, but if not I have a suggestion to make.
>
> The South approach as you know has considerable serpentine in it, and is an almost impossible job for winter. Within a space of two or three weeks the bridge contractor will be completed with the south side, and there would be no reason why this approach could not be graded this summer. While all of the material in the fill at the bridge end could not be completed, this would later be hauled from the North side, which on account of the class of material could be worked in the winter.
>
> This approach could be contracted, or if it is too small a job, we could do it with our own forces."

It would appear desirable to have the Rogue River Bridge open to travel as soon as the construction on it is completed, and the cost of operating the Ferry is approximately one thousand dollars per month. This charge should be cut off as early as possible. As near as I can find out the bridge will be completed about January 1st; if this is the case and we left all the grading of the two approaches to be done after that date, it would at the best take two or three months to have these approaches ready for travel. The South approach has about 14,000 yards to be moved; the North approach approximately eight. There is some material to be hauled across the bridge. It would be a good plan to do the South approach this summer so that it could be gravelled and ready for use as soon as the bridge is completed. With this approach out of the way, we could begin at the earliest possible date on the approach at the north end, hauling such material as it is required to cross the bridge to complete the south approach.

If we do nothing regarding these approaches this summer, it will throw all of the work on both approaches to be done after January 1st

N DUZER, CHAIRMAN, PORTLAND
. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

Mr. R. A. K. #2 June 16th

and in a bad time of the year, and the South approach during this time of the year would be very hard to do and would cost considerable more at this time of the year, even though we have more travel now than in the winter. It would appear to me we would save some money by starting the approach on the South side in the near future.

We have a five yard shovel operating on slides south of Myers Creek. The next work lined up for this shovel after the completion of the slides would be the grading of the road to Cape Sebastian. This, however, could be held up and is now held up for emergency work. We are sitting in a very good position right now to begin the work on the South approach and have it completed during dry weather. The point in this suggestion all hinges on the best estimated time that can be made as to the actual time this bridge can be used for travel. I have not talked to Mr. McCullough about this and his estimate of time might be different than I found in talking to the engineers on the bridge.

The main point that I have in mind is to eliminate the operation of the Ferry, which amounts to one thousand dollars a month, as soon as possible after the bridge is ready for travel.

Very truly yours,

WM. E. CHANDLER
Division Engineer

cc; Mr. Paul Van Scoy

WEC:VC

FR 1242

March 20, 1931

Mr. R. Peterson
630 Syracuse Street
Portland, Oregon

Dear Sir:

Governor Meier has forwarded to this department your letter of March 10 with particular reference to the work on the new bridge at the mouth of the Rogue River between Gold Beach and Wedderburn.

This project is under contract to a California contractor who made a bid considerably lower than any of the Oregon contractors. Naturally, any contractor has a large number of key men whom he takes from one job to another, and these are usually skilled workmen such as foremen, mechanics, donkey engine men, etc. Oregon contractors working in adjoining states do the same thing.

Also, this job is a Federal aid job and the Government is paying about sixty per cent of the cost of the work. One of the provisions of the Federal aid law is that in the employment of labor for these contracts no discrimination among citizens of the United States shall be made. This, as you will see, would prevent any drastic ruling limiting the work to residents of Oregon only.

From reports which I have, I know that there are quite a few local residents working on this bridge and, in addition, I know that Oregon mills are furnishing the lumber and that Oregon subcontractors are getting out piling and poles and doing the hauling of cement and steel.

These particular contractors, who come from Eureka, California, have been very willing to cooperate in giving local residents an opportunity to work.

Very truly yours,

State Highway Engineer

RAK:HI
cc Governor Meier

Mr. Peterson's letter returned to Governor Meier.

PR124B

August 5, 1930

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: C. L. Postevin
District Manager

Gentlemen:

We have your inquiry of the 4th instant concerning Hess Bros. subcontractors under Mercer-Frazier Company in connection with their contract for the construction of a bridge over the Rogue River at Go ~~[illegible]~~ Oregon.

We have no dealings with subcontractors on our work but hold the original contractor responsible and liable for the settlement of claims incurred against the work and also for the satisfactory completion of the project.

In connection with the contract awarded by the Highway Commission to the Mercer-Frazier Company will say that this company furnished a bond to the State for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Fidelity and Deposit Company of Maryland for whom Clarence D. Porter is local agent with offices in the Failing Building, Portland. The amount of the bond is $284,030.50 and the date of completion of this contract is December 31, 1931.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

10

nion Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

[illegible] ATTENTION
V. G. PODGE

ATWATER 9821

602-621 YEON BUILDING
Portland, Oregon

August 4, 1930

RECEIVED
AUG 5 1930
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Re: HESS BROS.-Gold Beach, Ore.
Coquille Account
Road and Bridge Contractors

We have been advised that Hess Brothers are doing sub contract work under Mercer-Frazier Company of Gold Beach, Oregon for the State of Oregon.

Inasmuch as we anticipate furnishing petroleum products on this job, we will greatly appreciate your advising us the name of the indemnity company who executed the bond and the approximate date that this work will be completed.

For your convenience in replying, we enclose herewith, a stamped, self addressed envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin

District Manager.

LH:RLB
Enc.

ANSWERED
H. B. G.

PR 124B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please Ore.F.A.P. 124-B
refer to File No.

Post Office Building
Portland, Oregon.
July 29, 1930.

Mr. R. A. Klein,
StateHighway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Encl.

Jon

Appr 7060

Form P. R. 2
State Oregon
Project No. 124, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 28th day of March, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of September, 1925, a project statement, which was approved by the Secretary on the 6th day of October, 1925, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 15th day of January 1930, and approved by the Secretary on the 14th day of July, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of four hundred eight thousand, seven hundred eighty-nine and 35/100 dollars ($408,789.35) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

B

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 37, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1625+00 at the south end of Section A of said project on the north side of the Rogue River in the town of Wedderburn, and survey station 1672+96 in the N.E.¼ of Sec. 36, T.36 S., R.15 W., W.M., on the south side of the Rogue River near Gold Beach, terminal points, a distance of 0.901 miles, known locally as the Roosevelt Coast Highway between the Oregon-California State Line near Chetco and Port Orford, Curry County, being Section B of Oregon Federal Aid Project No. 124, consisting of 0.321 of a mile of roadway and one bridge of more than 20 ft. clear span and approaches thereto 0.580 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $18,422.80, Federal Aid $5,992.74; one bridge, approved estimate $647,270.80, Federal Aid $402,796.61.

(c) The Highway Department hereby agrees that, within a reasonable time after the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of four hundred eight thousand, seven hundred eighty-nine and 35/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six hundred sixty-five thousand, six hundred ninety-three and 60/100 Section B of dollars, the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~.. (Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... (State or county) of .... (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer**

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6516

JUL 23 [illegible]

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury warrant for the payment of said certified sum or so much thereof as may be due under the

---

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .... (Include reference to statute authorizing .... funds, probable amount annually available, and how will be placed under direct control of Highway Department) ....

*(b) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .... (Include reference to statute authorizing .... funds and probable amount annually available) ....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .... (Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 14th day of July, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

[SEAL]

By ....
Member, State Highway Commission
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

6113

4B

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1625+00 at the south end of Section A of said project on the north side of the Rogue River in the town of Wedderburn, and survey station 1672+86 in the N.E.¼ of Sec. 36, T.36 S., R.15 W., W.M., on the south side of the Rogue River near Gold Beach, locally known as the Roosevelt Coast Highway between the Oregon-California State Line near Chetco, and Port Orford, Curry County, and designated in the records of this Department as Section B of Project No. 124, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 665,693.60 as the total estimated cost of Section B of said project, and the sum of $ 406,789.35 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 14th day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

PR124B

NOTED
State Highway Engineer

Salem, Oregon
July 7, 1930.

MEMORANDUM

Mr. Klein:

Pursuant to your instructions, I had a large sign put up at the site of the Rogue River Bridge at Wedderburn. I inspected this sign July 5, and was very disappointed with it. It is too big, and the sign painter who I hired for the purpose did not do a very good job.

Mr. Chandler has registered a protest because he thinks we have put up a billboard which is rather inconsistent with our policy in regard to other outdoor advertising.

I am inclined to think he is right to a certain extent. I wish you would look at this sign and tell me if you want it torn down.

I went over this ver y carefully with the sign painter myself and specified the size of the board and the size of the letters, so I have no one else to blame. I don't believe we could make it much smaller and still have the sign visible from the ferry. On the other hand, I think the sign is altogether too conspicuous.

I would like to talk this over with you.

C.B.McCULLOUGH

CBM:AP

124-B

March 6, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement for the Rogue River Bridge near Wedderburn, Project No. 124-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/P
Enclosure

Oregon State Highway Department Project No. 124-B

ROGUE RIVER BRIDGE AT WEDDERBURN ON THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for project agreement. Based on contract prices for structure and estimated costs for roadway approaches.)

Salem, Oregon, March 4, 1930.

Structure:

10,000 cu.yds	Excavation	$8.00	Low Bid	$80,000.00
1,000 cu.yds	Excav. below plans	10.00	" "	10,000.00
42,000 lin.ft	Foundation Piling	.50	" "	21,000.00
2,500 cu.yds	Seal Concrete	18.00	" "	45,000.00
11,000 cu.yds	Cl. "A" Concrete	24.00	" "	264,000.00
1,800 cu.yds	Cl. "B" Concrete	24.00	" "	43,200.00
1,675,000 lbs	Metal Reinforcement	.045	" "	75,375.00
82,000 lbs	Structural Steel	.10	" "	8,200.00
3,892 lin.ft	Concrete Handrail	5.50	" "	21,406.00
		Sub-total		$ 568,181.00
		10% Engr. & Cont.		56,818.10
		Total (Structure)		$ 624,999.10

Roadway Approaches (Sta. 1630 - Sta. 1661)

All Required	Clearing and Grubbing		Est.	$ 300.00
5,500 cu.yds	Common Excavation	.50	"	2,750.00
11,000 cu.yds	Solid Rock Excavation	1.25	"	13,750.00
4,500 yd.sta.	Overhaul	.05	"	225.00
4,000 yd.mi.	Truck Haul	.40	"	1,600.00
100 lin.ft	18" Concrete Pipe	3.00	"	300.00
250 lin.ft	6" Porous Drain Tile	.50	"	125.00
45 cu.yds	Rip Rap	3.00	"	135.00
2 cu.yds	Rubble Masonry	6.00	"	12.00
70 cu.yds	Cement Rubble Masonry	15.00	"	1,050.00
		Sub-total		$ 20,247.00
		10% Engr. & Cont.		2,024.70
		Total (Roadway Apprs)		$ 22,271.70

Roadway (Sta. ____ - Sta. 1630)(Sta. 1661 - Sta. 1672+96.0)

All Required	Clearing and Grubbing		Est.	$ 450.00
4,500 cu.yds	Common Excavation	.50	"	2,250.00
10,000 cu.yds	Solid Rock Excavation	1.25	"	12,500.00
15,500 yd.sta.	Overhaul	.05	"	775.00
40 lin.ft	12" Concrete Pipe	2.00	"	80.00
40 lin.ft	18" Concrete Pipe	3.00	"	120.00
90 lin.ft	24" Concrete Pipe	4.00	"	360.00
55 cu.yds	Rip Rap	3.00	"	165.00

(Roadway Continued)

8 cu.yds	Dry Rubble	6.00 Est.	48.00
	Sub-total)		$ 16,748.00
	10% Engr. & Cont.		1,674.80
	Total (Roadway)		$ 18,422.80

Total Length of Project	4,758.50 ft.	.901 miles
Length of structure	1,938.42 "	.367 "
" " Roadway Apprs.	1,124.08 "	.213 "
" " "	1,696.00 "	.321 "

Cost per mile (excluding structure and roadway apprs.) $ 57,391.80

SUMMARY

Item	Total Cost	Federal Aid Requested	State Funds
Structure	$624,999.10	$388,936.94	$236,062.16
Roadway Apprs.	22,271.70	13,859.67	8,412.03
Total (Structure)	$647,270.80	$402,796.61(62.23%)	$244,474.19
Roadway	$ 18,422.80	$ 5,992.74(32.5289+%	$ 12,430.06
	$665,693.60	$408,789.35	$256,904.25

State Funds for Construction: Chapter 175, Laws 1917; Chapter 37, Laws 1920.
" " " Maintenance: Chapter 41, Laws 1927.

PR 124B

OREGON STATE HIGHWAY COMMISSION

February 19, 1930

Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Grants Pass, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 8, 1930 the subject matter of which related to building the approaches to the Rogue River bridge on the Roosevelt Highway. I have just looked over the plan and profile of these approaches and it appears to me that the only possible hazard from shooting would be on the Wedderburn side of the bridge and the nearest point of this rock cut is about 200 feet from the nearest concrete in the structure. Since in any event these fills could not be made at the immediate bridge ends on account of the slopes at the present time and for the further fact that there is a considerable yardage to be hauled across the bridge, it does not seem to me advisable to tear up the ground and partially construct these approaches at this time. I think if care is used in the shooting and protecting timbers are placed on the nearest part of the handrail and other exposed portions of the bridge that there need be no damage done.

In the present situation I do not see how it would be possible or advisable to do anything on the embankment approaches until the bridge is completely finished. We would want to do this work all in one contract and by timing this contract properly, it could be arranged so that the work could proceed on the portions not immediately adjacent to the bridge simultaneously with the completion of the structure so that the minimum time would be lost following the completion of the bridge structure in connecting up the embankment approaches. Under these circumstances, I do not think we need to give the matter further consideration at this time.

Very truly yours,

State Highway Engineer.

RAK:HI

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 8th
1930

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

On my last trip to the Coast, in looking over the site for the Rogue River bridge with Mr. Van Scoy, he raised the question of the proper time to build the approaches. There will, of course, be some rock in these approach cuts which might endanger the bridge if done after the bridge is complete, altho I do not believe it would be serious. At the same time, as soon as the bridge is complete the approaches should be finished and the bridge put in use at once. This being the case, the approaches would have to be built some time during the construction of the bridge. Just when would depend on what kind of arrangements could be made with the bridge contractor as to interference with his work and it would have something to do with how he set up his plant.

Do not know whether you have seriously considered this matter or whether it has been taken into consideration by Mr. McCullough, but believe it should be given full consideration at this time.

Yours truly,

Division Engr.

WEC/F

RECEIVED
FEB 10 1930
OREGON

PR 124B

February 3, 1930

Mercer-Fraser Company
Eureka, California

Gentlemen:

There have been returned recently to this office by the Fidelity & Deposit Company of Maryland three copies of the contract awarded to you by the Highway Commission for the construction of the bridge over the Rogue River at Gold Beach. We note that the contract agreement and bond have been signed by the Mercer-Fraser Company by J. H. Brown, Secretary.

One of the requirements of this department is that all contracts entered into shall be signed by the President and Secretary of the company. Otherwise we should be furnished with a certified copy of that portion of the bylaws or minutes which gives to any particular officer the authority to bind the Company and enter into contracts such as this. If you will furnish us with a copy of such authority to cover Mr. Brown's signature we shall be pleased to accept it. Otherwise it will be necessary that the contracts be signed by the President in addition to the Secretary.

You will note that, in accordance with the attached carbon copy of our letter to the Fidelity & Deposit Company of Maryland we are returning the contracts to that Company today for execution by an Attorney in Fact who has been authorized by that Company to act and bind it in the State of Oregon. When the contracts have been properly executed we shall be pleased to furnish you with a copy for your records and files.

Yours very truly

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

February 3, 1930

The Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

We are returning to you today by Express three copies of the contract recently awarded by the State Highway Commission to the Mercer-Fraser Company for the construction of a bridge over the Rogue River at Gold Beach.

We have had the bond examined by the State Insurance Commissioner and he advises that it should be executed by an Attorney in Fact who is authorized to bind the Company in matters of this kind in the amount of this bond. Will you please see that this is done and then return all copies to this office for the acceptance of the Highway Commission. The State Insurance Commissioner advises that he will accept your signature as Attorney in Fact.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
E
cc Mercer-Fraser Company

THEY CAN NOT

ETT OR BEVANS AS POWER OF ATTORNEY

BUT WILL ACCEPT PORTER. CONTRACTS WILL HAVE TO BE SEN

BACK.

EGO

IT COMPANY

NDS

NSURANCE

uary 30th, 1930.

Oregon State Highway Commission,
State Capitol Bldg.,
Salem, Oregon.

In re: Mercer-Fraser Company Bond-construction of a bridge over the mouth of the Rogue River, between Gold Beach and Wedderburn, on the Roosevelt-Coast Highway, in Curry County, Oregon - Contract No. 1148.

Gentlemen:

I am enclosing contracts in triplicate of Mercer-Fraser Company duly executed on their part and also by our Company as their Surety. I have countersigned the same as Resident Agent for my Company at Portland.

If any corrections are necessary will you kindly advise me?

We have retained the fourth copy for our files.

I would also personally appreciate your acknowledging receipt of the contracts direct to Mercer-Fraser Company at Eureka, California and also to send them their copy of the contract as soon as the same has been signed by the Highway Commission.

Thanking you for past courtesies, I am,

Very truly yours,

Clarence D Porter

Clarence D. Porter
Manager

CDP:EA
Enclosures

Received Jan 31 1930

ANSWERED
H. B. G.

OF OREGO

AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS

BURGLARY *and* PLATE GLASS INSURANCE

Failing Building

PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

FD

January 30th, 1930.

Oregon State Highway Commission,
State Capitol Bldg.,
Salem, Oregon.

In re: Mercer-Fraser Company Bond-construction of a bridge over the mouth of the Rogue River, between Gold Beach and Wedderburn, on the Roosevelt-Coast Highway, in Curry County, Oregon - Contract No. 1148.

Gentlemen:

I am enclosing contracts in triplicate of Mercer-Fraser Company duly executed on their part and also by our Company as their Surety. I have countersigned the same as Resident Agent for my Company at Portland.

If any corrections are necessary will you kindly advise me?

We have retained the fourth copy for our files.

I would also personally appreciate your acknowledging receipt of the contracts direct to Mercer-Fraser Company at Eureka, California and also to send them their copy of the contract as soon as the same has been signed by the Highway Commission.

Thanking you for past courtesies, I am,

Very truly yours,

Clarence D Porter

Clarence D. Porter
Manager

CDP:EA
Enclosures

Answered Jan. 31 1930

ANSWERED
H. B. G.

PR 124B

January 21, 1930

Wemlinger, Inc.
228 N. LaSalle St.,
Chicago, Ill.

Attention: Alexander Mayer
District Manager

Gentlemen:

Replying to your inquiry of the 15th instant concerning the names and addresses of successful bidders on bridge construction work upon which bids were received by the State Highway Commission on January 16, 1930, wish to say that the contract for the construction of the bridge over the Rogue River on the Roosevelt Coast Highway in Curry County, near Gold Beach, was awarded to the Mercer-Fraser Company of Eureka, California.

The contract for the construction of the Beaver Creek Bridge on the Columbia River Highway in Columbia County was awarded to Rigdon Brothers of Woodburn, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

WEMLINGER, INC.

STEEL SHEET-PILING

SINGER BUILDING, 149 BROADWAY

NEW YORK

CHICAGO OFFICE: 228 N. LASALLE ST.

J. R. WEMLINGER, C. E.
PRESIDENT

January 16, 1930.

Oregon State Highway Commission,
Multnomah County Courthouse,
Portland, Oregon.

Re: Bridge Construction - Salem, Oregon.

1. We are interested in securing the names and addresses of the successful bidders on the above named job, proposals for which were to be received at your offices to-day, and would appreciate your courtesy in noting same on the face of this letter, returning in the enclosed, stamped, self-addressed envelope.

WEMLINGER Inc.
Alexander Mayer
District Manager.

ANSWERED
H. B. G

AM-MEO
Encl

PR 124B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 18, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Under separate cover we are returning the original cross sections covering the Rogue River Bridge approaches, Oregon Federal Aid Project No. 124- Section B.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

Receivd
Lon

OREGON STATE HIGHWAY DEPARTMENT Project No. 124-B

ROGUE RIVER BRIDGE AT WEDDERBURN

ON THE ROOSEVELT COAST HIGHWAY IN CURRY COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, January 14, 1930.

Structure

10,000	cu. yds.	Excavation	$ 7.00	$ 70,000.00
1,000	cu. yds.	Excavation below plans	10.00	10,000.00
42,000	lin. ft.	Foundation piling	.50	21,000.00
2,500	cu. yds.	Seal Concrete	12.50	31,550.00
11,000	cu. yds.	Class "A" Concrete	21.00	231,000.00
1,800	cu. yds.	Class "D" Concrete	21.00	37,800.00
1,675,000	lbs.	Metal Reinforcement	.048	80,400.00
82,000	lbs.	Structural Steel	.07	5,740.00
3,892	lin. ft.	Concrete handrail	4.50	17,514.00
		Sub-total (structure)		$505,004.00

Approaches

All Required		Clearing and Grubbing		750.00
10,000	cu. yds.	Common excavation	.50	5,000.00
21,000	cu. yds.	Solid Rock Excavation	1.25	26,250.00
20,000	yd. sta.	Overhaul	.05	1,000.00
4,000	yd. mi.	Truck Haul	.40	1,600.00
40	lin. ft.	12" Concrete Culvert Pipe	2.00	80.00
140	lin. ft.	18" Concrete Culvert Pipe	3.00	420.00
90	lin. ft.	24" Concrete Culvert Pipe	4.00	360.00
250	lin. ft.	6" Porous Drain Tile	.50	125.00
100	cu. yds.	Riprap	3.00	300.00
10	cu. yds.	Dry Rubble	6.00	60.00
70	cu. yds.	Cement Rubble Masonry	15.00	1,050.00
		Sub-total (approaches)		$ 36,995.00
		Sub-total		$541,999.00
		10% Engr. & Cont.		54,199.90
		Total		$596,198.90

Length of structure	0.367 miles
Length of approaches	0.534 miles
Length of project	0.901 miles

State Funds available	$225,184.33
Federal Aid requested	371,014.57
	$596,198.90

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

FA 124

January 6, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are returning herewith title sheets for the Rogue River Bridge, Oregon Federal Aid Project No. 124-B. If our understanding is correct, you propose to shortly let the contract for the bridge itself, and the approaches, from previously constructed Oregon F.A.P. No. 124-A to connect with previously constructed State Highway Project at Station 1672+96.0. If the information concerning the grading approaches will be available all this work may as well be included in the agreement for the bridge. If such is the case the corrections shown in red on one of the attached sheets should be made, and five copies forwarded to us.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

Encls.

Plans and estimates for approaches were handed to Tom Davis on January 14th.

PR 13TB
124B

December 18, 1929

Commercial Casualty Ins. Co.
1017 Board of Trade Bldg.
Portland, Oregon

Attention Mr. Roger C. Watson.
Bonding Department.

Gentlemen:

Replying to your inquiry of the 14th inst. concerning the estimated cost of the construction of the bridge over the Rogue River at Gold Beach, will say that we anticipate that this bridge will cost between $500,000 and $600,000.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

mmercial Casualty Insurance Company

NEWARK, NEW JERSEY

OREGON DEPARTMENT
D. K. BILLINGS, Manager
S. P. PIERCE, Manager
Accident and Health Department
1017 Board of Trade Building

PORTLAND, OREGON

December 14, 1929.

Mr. H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We would appreciate your advising us the approximate amount it is estimated that the Gold Beach bridge job will go for. We are not particularly interested in having a close estimated but are anxious to know whether the bridge is in the $100,000 class or $750,000.00, or where

Thanking you for favor of your reply, we remain

Yours very truly,

COMMERCIAL CASUALTY INSURANCE COMPANY

By
Bonding Department

N

5 to 600000

ANSWERED
H. B. G

PR #124

Mr. Lynch
assigned
124-B
1-3-30

December 17, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are planning to receive bids on January 16, for the construction of a bridge over the Rogue River between Gold Beach and Wedderburn.

As we desire to include this bridge as a part of federal aid project 124, we hereby request the extension of project 124 from its present terminus at Station 1625+00 south to Station 1672+96, the length of the extension being approximately .9 mile. In support of this extension we are sending to you under separate cover five copies of a revised sketch map. We are also sending some larger scale prints showing the location of the proposed new structure with reference to the south terminus of the original project and with reference to the proposed new terminus.

The south end of the proposed bridge is planned to be at approximately Station 1656, The road between that point and the proposed new terminus of the project at Station 1672+96 is an unimproved county road. At Station 1672+96 the project connects with a section of completed state highway. We are including this section of unimproved county road as a part of the project, contemplating that when the approaches to the new bridge are constructed, we will wish to include in the same contract the grading of this unimproved section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR ~~134B~~ 1248

Chamber of Commerce

Coquille

Coos County, Oregon

OFFICERS

PRESIDENT, J. L. STEVENS
VICE PRESIDENT, C. W. GARDNER
TREASURER, W. S. SICKELS
SECRETARY, AILEEN WILSON

DIRECTORS:

DR. F. H. DRAKE
C. C. FARR
S. T. GARY
HENRY HESS
E. E. MORGAN
GEO. GEDDING
WM. [illegible]

MEMBER STATE CHAMBER OF COMMERCE

MEETING EVERY WEDNESDAY 6:15 P. M.

Population 2,500
County Seat
Junction of Roosevelt and Coos Bay & Roseburg Highways
AAA Branch Office
Largest Volume Cheese & Butter produced in Oregon
10 Billion Feet Standing Timber
The home of Port Orford Cedar
Myrtle Wood Factory
Sawmills & Veneer Plant
Logging Camps
Home of CoCoos Bent Grass Seed
10 Churches
Modern First Class Hotel
High School Member Northwest High School Association
2 Grade Schools
Fish and Game Plentiful
Undeveloped Mineral Resources
Grazing Lands
Fertile Valleys
Climate

NOTED
State Highway Engineer

RESOLUTION

June 18, 1929

WHEREAS, the Roosevelt Highway is attracting more tourists this year than ever before from California and elsewhere; and

WHEREAS, the ferry service between Gold Beach and Wedderburn is inadequate to handle any considerable increase in traffic; and

WHEREAS, the waiting that may be necessary for the tourists on either side of the river, who want to cross at this point, will work to the detriment of the highway; and,

WHEREAS, the most urgent need of development on the Roosevelt Highway is at the present time, a bridge across Rogue River, then,

BE IT RESOLVED BY the Coquille Chamber of Commerce that the Oregon State Highway Commission be requested to proceed at once with the building of the bridge at Rogue River, in lieu of any other construction in this section during this year.

BE IT FURTHER RESOLVED That a copy of this resolution be submitted to the Oregon State Highway Commission.

Roosevelt ... nest ~ contains vast timber and mineral ... on the Pacific Coast ~ Ex...ent climate, never over 85 degrees in sum- ... sandy beaches ~ Ample rainfall ~ Irrigation Unnecessary

... PRESIDENT
...HUSICK, VICE-PRESIDENT
EARL SCHORTGEN, TREASURER
F. W. ENDERT
JOHN L. CHILDS
E. L. KENDALL
BRUCE W. GAUSE

CRESCENT CITY
CHAMBER OF COMMERCE

OFFICE OF THE SECRETARY,
L. G. Westfall

Crescent City, California,

June. 18th 1929

RECEIVED
JUN 26 1929
OREGON
STATE HIGHWAY COMMISSION

REDWOOD HIGHWAY EMPIRE

State Highway Commission

Salem, oregon.

To the Honorable Chairman and Members

Herewith attached is a copy of a resolution that was unanimously adopted at our last regular meeting.

Very Respectfully Yours

Crescent City Chamber of Commerce

Glenn Ireland
President.

Crescent City *and it's* Tributary Territory *has—*

Natural Resources—

- Billions of feet of standing timber, redwood and many other varieties
- Deposits of copper, chrome, manganese and precious metals
- Abundant water power
- Large clay and kindred earth deposits
- Pulp woods
- Large areas of fertile agricultural land
- Home Sites: Suburban, ocean front and mountain

Agricultural Opportunities—

- Dairying
- Stock raising
- Sheep growing
- Poultry.
- Specialized and general truck gardening.
- Plant and bulb culture
- Berry growing, all varieties

Industrial Opportunities—

- Woodworking plants; built-in products; furniture manufacture; novelties, both utility and toys
- Minerals: mining, smelting, shipping ores
- Clay products of all kinds
- Creameries; cheese factories; packing houses
- Milk products
- Woolen mills
- Canneries and driers

Recreational Opportunities—

- Glorious redwoods and billowy ferns
- Fishing: Mountain streams; lakes or the deep sea
- Hunting: Ducks and various other game birds; bear, deer, cougar and numerous smaller animals
- Bathing: Surf or lake; hiking and horseback riding
- For seven years Del Norte County has taken first state prize for the greatest variety of wild flowers
- Boating, lake or ocean
- Golf and tennis
- Good hotels and camps

Transportation—

- Pickwick Stages } Passengers, mail and express
- Coast Auto Lines } Passengers, mail and express
- Southern Pacific Motor Transport Company
- Two steamship lines
- Truck lines operating on regular schedules connecting with all railroad points

Educational Facilities—

Our schools are modern and rank among the best in the state

RESOLUTION

June 17, 1929

WHEREAS, the Roosevelt Highway is attracting more tourists this year than ever before from California and elsewhere; and

WHEREAS, much of the tourist travel south bound during the winter months are desirous of taking the Coast route, and wish to avoid unnecessary delay on account of an overtaxed ferry at Rogue River; and

WHEREAS, the ferry service between Gold Beach and Wedderburn is inadequate to handle any considerable increase in traffic; and

WHEREAS, the waiting that may be necessary for the tourists on either side of the river, who want to cross at this point, will work to the detriment of the highway; and

WHEREAS, the most urgent need of development on the Roosevelt Highway is, at the present time, a bridge across Rogue River, then,

BE IT RESOLVED BY the Crescent City Chamber of Commerce that the Oregon State Highway Commission be requested to proceed at once with the building of the bridge at Rogue River, in lieu of any other construction in this section during this year.

BE IT FURTHER RESOLVED THat a copy of this resolution be submitted to the Oregon State Highway Commission.

CONTRACT# 1149,
1406,

PR 148-D Lake Co. Line-Gap Ranch 1929
1149 Sec.
1406

1485

May 23, 1933

Mr. R. G. Bishmore
Resident Engineer
Juntura, Oregon

Dear Sir:

Our records show that your January payroll, equipment inventory, and a Juntura garage statement of December 31, 1932, contained charges against Prefix 13 PH, which was the prefix assigned to the Lake County Line-Silver Creek Section of the Central Oregon Highway.

Your payroll was headed, "Grading, Drinkwater Pass-Chimney Creek", thereby it being apparent that the charges should have been made against the prefix assigned to that project (Prefix 13P[illegible]).

Would you kindly check up on this matter, and, if it is found that prefix 13 PH is in error, a transfer of charges should be put through so that our cost records can be corrected accordingly.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. A. Hardie/ER

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon E-148-D, F and G

POST OFFICE BUILDING
PORTLAND, OREG.

March 22, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal-aid projects.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer

Encls.

E-148D

Hwy 6134

Form P. R. 2

State Oregon

Project No. E-148, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of December, 19 32 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 18th day of December, 19 28, a project statement, which was approved by the Secretary on the 2nd day of April, 19 29, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 30th day of August, 19 32; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, eight hundred sixty and 40/100 dollars ($ 1,860.40) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5516

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway Funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 4387+50 at the east end of Section C of said project and survey station 4996+00 in the NW¼ of Sec.35, T 23 S, R 25 E, W.M., (excepting therefrom the portions between survey stations 4460+00 and 4811, survey stations 4819 and 4848 and survey stations 4852 and 4867)

, length 3.854 miles, in Harney County, being Section D of Oregon Federal Aid project No. E-148, consisting of 3.854 miles of roadway and no bridges, ~~each of more than 20 feet clear span~~, ~~[illegible]~~ known locally as the Lake County Line-Gap Ranch Section of the Central Oregon Highway between official control points Bend and Burns.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of one thousand, eight hundred sixty and 40/100 dollars ($1,860.40), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six thousand, two hundred one and 36/100 dollars ($6,201.36), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 6th day of March, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Les Scott

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Washburn

(Title of officer)

By

(Title of officer)

R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVE : 1931 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as Project No. **S-148-D** State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $ **6,201.36** as the total estimated cost of said project, and the sum of $ **1,860.40** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 6th day of March one thousand nine hundred and Thirty-three

R. W. Dunlap
CWS Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4520

1480

January 25, 1933

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

A few days ago Mr. Davis made inquiry as to why surfacing materials were placed on the two short units of the Lake County Line-Silver Creek Surfacing Project which are between Stations 4811 and 4819 and between Stations 4848 and 4852.

To answer this inquiry, we are submitting herewith a copy of a letter today received from our Division Engineer, Mr. K. D. Lytle.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Encl.

10-32
MMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

January 24, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
JAN 25 1933

Attention Mr. S. H. Probert

Dear Sir:

Reference is made to your letter of January 18 relative to the reason for surfacing certain sections and the omission of other sections on the Lake County Line-Silver Creek Section of the Central Oregon Highway.

The original intention was to surface all of the road from station 4610 to station 5115 with the materials to be taken from a pit located at station 4856. This pit was opened up at the start of the job and the contractor started to dump materials at station 4852. After surfacing back to station 4848 it became apparent that the material was not of as good a quality as we had anticipated and it was decided to use it only on the worst subgrade, which lay west of the pit and work was stopped at station 4848. The subgrade from station 4848 back to station 4819 was fairly good but from station 4819 to 4811 the roadbed was constructed from materials taken from an old lake bed. This soil was nearly pure alkali and becomes bad when wet so it was surfaced.

When the sections from stations 4387+50 to 4450, 4811+00 to 4819 and from 4848 to 4852, all except the latter section being across old lake beds, were completed the contractor had used all the gravel from the area from which he had removed the overburden and as better gravel could be secured east of this point it was decided to surface that part of the road which could be reached from the new pit, which was located at station 5286.

When we reached station 4867, working westward from the pit at station 5286, the money appropriated for the job was expended so we could not connect the gap between there and station 4852.

All of the roadbed between the Lake County Line and Station 5402 is, with the exception of the two lakebeds which lie between stations 4387 and 4450 and between 4811 and 4819, about the same type and our original selection of sections to be surfaced was made to fit in with the location of the pit at station 4856 as this pit was nearest to the two lakebeds. When this pit turned out bad we surfaced the lakebeds and then abandoned it.

Yours very truly

K D Lytle

K. D. Lytle
Division Engineer

kdl/c

cc H. G. Smith

January 18, 1933

Mr. E. D. Lytle
Highway Division Engineer
Bend, Oregon

Dear Sir:

In connection with the Lake County Line-Silver Creek Surfacing Project, the Bureau of Public Roads has requested an explanation of why surfacing was constructed on the units between Stations 4811 and 4819, and between Stations 4848 and 4852. The first of these units is only 700 feet in length and the second only 400 feet. The Bureau would like to know why surfacing materials were placed on these two units and not on the units from Stations 4819 to 4848 and between Stations 4852 and 4867.

Please let us hear from you in regard to this matter so that the information may be forwarded to the Bureau.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

PR - 148 - D

Oregon State Highway Department

Emerg. Constr. Highway
Project No. E-148-D

LAKE COUNTY LINE-GAP RANCH SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 6, 1933.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:
Sta. A387+50 to A450; A811 to A819; A848 to A852; A867 to A996:

Final Cost on Roadwork	$ 17,281.16
Federal Aid Paid on Roadwork	$ 7,597.01
Length of Roadwork	3.854 Miles
Cost per Mile	$ 4,483.95
Federal Aid Paid per Mile	$ 1,971.20

Part on which no Additional Work is to be done:
Sta. A450 to A811; A819 to A848; A852 to A867:

Final Cost on Roadwork	$ 34,391.94
Federal Aid Paid on Roadwork	$ 15,119.11
Length of Roadwork	7.670 Miles
Cost per Mile	$ 4,483.95
Federal Aid Paid per Mile	$ 1,971.20

SUMMARY OF COMPLETED WORK

Total Cost of all Completed Roadwork	$ 51,673.10
Total Federal Aid Paid, all Completed Roadwork	$ 22,716.12
Total Length of Roadwork	11.524 Miles

EMERGENCY WORK - ROADWAY

Pit-run Gravel Surfacing:

5,250	cu. yds.	Pit-run Gravel Surfacing	$ 0.40	$ 2,100.00
230	cu. yds.	Truck-hauled Filler	0.30	69.00
38,370	yd. mi.	Hauling Gravel	0.09	3,453.30
170	" "	Hauling Filler	0.09	15.30
		Sub-total		$ 5,637.60
		10% Engr. & Cont.		563.76
		Total		$ 6,201.36

Length	3.854 miles
Cost per mile	$16,090.71

Regular Federal Aid Funds Requested	$1860.40	(30%)
Emerg. Constr. Hwy. Funds Requested	4340.95	
	$6201.35	

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1927.

State Funds for Maintenance: Chapter 41, Laws 1927.

Stencil #46A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Ore.E-148-D

New Post Office Bldg.,
Portland, Oregon

Dec.10, 1932.

RECEIVED
DEC 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, [illegible], for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer.

Encls.

P.S. Enclosed also is an approved copy of the detail estimate upon which the project agreement was based, together with approved copy of specifications.

Because of favorable subgrade, nature of the surfacing material and light traffic, no provision is made for future oiling or additional surfacing. The surfacing placed under this agreement is regarded as adequate for the existing traffic, for which it can be adequately maintained at a reasonable cost.

L. J. C.

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 26, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

TO PROSPECTIVE BIDDERS FOR THE PROPOSED SURFACING OF THE PARADISE CREEK-RED BRIDGE SECTION:

Please make the following corrections in the special provisions inserted in the proposal form for the surfacing of the Paradise Creek-Red Bridge Section of the Umpqua Highway in Douglas County for which bids will be received August 31, 1932:

On page six (6) of the special provision sheets, in the tabulation showing the sizes of the various grades of materials and the sizes of screen openings, change the third grade of materials from "1/2" - 1/8" Mtls." to "1/2" - 1/4" Mtls." and under the Size of Openings in Screen on Which at Least 90% Must be Retained, change "1/8" Square" to "1/4" Square".

Also on page nine (9) of the special provision sheets under the heading "Gravel Surfacing and Crushed Gravel in Stockpiles" in the third paragraph from the bottom of the page, cross out the words "salvaged surfacing materials" and substitute therefor the word "gravel".

Very truly yours,

R H Baldock

State Highway Engineer.

EXAMINED AND RECOMMENDED FOR APPROVAL
DIST. OFFICE ....(DATE) AUG 30 1932
ENG. OFFICE ....(DATE) DEC 7 - 1932

#1406
Harney Co
148 of 9

December 9, 1932

Fidelity & Deposit Company of Maryland,
R. E. Finney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Dunn & Baker on Contract No. 1406 for the construction of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County. This payment will be made on or after December 19th, 1932.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

148 dfg

December 8, 1932

Robert R. Rankin, Attorney
Pacific Building
Portland, Oregon

Dear Sir:

We have your letter of December 7 inclosing Notice of Claim of the Commercial Tire Company in the sum of $385.38 for truck tires and tubes and installation thereof, to O. T. Brunner of Portland and Dunn & Baker of Klamath Falls, furnished in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1344, construction of the Dillon-Higgs section of the Columbia River Highway in Wasco County.

#1339, construction of the Huntington-Slides bituminous macadam on the Old Oregon Trail in Baker County.

#1406 construction of the Lake County Line-Silver Creek section of the Central Oregon Highway in Harney County.

We are forwarding this information to the surety on the bond furnished by the contractor in each instance, as well as the contractor.

Very truly yours

Secretary

HBG
jm

December 8, 1932

Fidelity and Deposit Company of Maryland
Portland, Oregon

R E Pinney, Supt.
Failing Bldg.

Gentlemen:

We are in receipt of notice of claim of the Commercial Tire Company in the total amount of $385.38 for truck tires and tubes and installation thereof, furnished to O. T. Brummer of Portland and Dunn & Baker of Klamath Falls, in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1344 Construction of the Dillon-Biggs section of the Columbia River Highway in Sherman & Wasco counties.

#1339, Construction of the Huntington-Slides Section of the Old Oregon Trail in Baker County.

#1406 Construction of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County.

We are giving you this information since you appear as surety on the bond furnished by the contractor.

Very truly yours

Secretary

HBG
jn
c.c. Dunn & Baker
Klamath Falls, Oregon

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

148 d

December 5, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

RECEIVED
DEC [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I am sending herewith a tabulation showing the Federal Aid set up on contract #1406, Lake County Line-Silver Creek Section of the Central Oregon Highway.

These figures correspond to those in the final estimate and as the job is completed there will be no further charges. There is also a sheet showing the stations surfaced.

Yours very truly

KDLytle

K. D. Lytle
Division Engineer

kdl/c
encls.

Lake County Line - Silver Creek. Surfacing
Central Oregon Highway

13PH. Contract No. 1406.

Final costs on Federal Aid Units.

Project E-148-D. (4387 + 50 to 4450, sta. 4811 to 4819, sta. 4848 to 4852, sta. 4867 to 4896, sta. 4896 to 4996.)

Pit-run Gravel Surfacing,	5249.0	cu.yds.	@ 0.40	2099.60
Truck-hauled Filler,	226.0	" "	@ 0.30	67.80
Hauling Gravel	38372.25	yd.miles	@ 0.09	3453.50
Hauling Filler,	166.0	" "	@ 0.09	14.94
			Total	5635.84

Project E-148-F.

Type 1. (sta. 4996 to 5402, sta. 5425 to 5437, sta. 5457 to 5530.)

Pit-run Gravel Surfacing,	12119.5	cu.yds.	@ 0.40	4847.80
Truck-hauled Filler,	1231.0	" "	@ 0.30	369.30
Hauling Gravel,	25061.25	yd. miles	@ 0.09	2255.51
Hauling Filler,	1261.0	" "	@ 0.09	113.49
			Total	7586.10

Type 2. (sta. 5437 to 5457.)

Pit-run Gravel Surfacing,	1945.0	cu.yds.	@ 0.40	778.00
Truck-hauled Filler,	405.0	" "	@ 0.30	121.50
Hauling Gravel,	1945.0	yd. miles	@ 0.09	175.05
Hauling Filler,	405.0	" "	@ 0.09	36.45
			Total	1111.00

Project E-148-G. (sta. 5530 to 5605.)

Pit-run Gravel Surfacing,	2725.0	cu.yds.	@ 0.40	1090.00
Truck-hauled Filler,	350.0	" "	@ 0.30	105.00
Hauling Gravel,	2262.5	yd. miles	@ 0.09	203.63
Hauling Filler,	275.0	" "	@ 0.09	24.75
			Total	1423.38

Total cost of Project $15756.32

Limits of different types of surfacing constructed under contract No. 1406 on the Lake County Line-Silver Creek Section of the Central Oregon Highway1

Sta. to Sta.	Kind of Material.	Width.	Thickness.
4387/ 50 - 4450.	Gravel	20'	4"
4450 - 4811.	Graded only.		
4811 - 4819	Gravel	20'	4"
4819 - 4848	Graded only		
4848 - 4852	Gravel	20'	4"
4852 - 4867	Graded only		
4867 - 5402	Gravel	20'	4"
5402 - 5425	Graded only		
5425 - 5437	Gravel	20'	6"
5437 - 5457	Gravel	Full Width(26')	6" to 18"
5457 - 5605	Gravel	20'	6"

Form [illegible]—4M—10-32

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

Federal Aid Emergency Project

For Week Ending November 26, 1932

Section Lake County Line-Silver Creek

Kind of work Surfacing

Highway Central Oregon

Section prefix 13PH 14E-D

Contractor Dunn & Baker

Contract number 1406

Date of contract Sept. 13, 1932

Date of completion Jan. 31, 1933

Date work started Sept. 15, 1932

Estimated date of completion Nov. 26, 1932

Amount of contract $16290.

Per cent of time elapsed 53 %

Estimated cost of completed project, exclusive of engineering $ 15900.

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date $ 1138., 7 %.

Date project was completed November 26, 1932

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, changes in personnel of party, etc.:

Project completed November 26.

Hauling of material completed Nov. 23, and blading completed on this date.

John P. Knowles, Material Inspector, laid off Nov. 24.

RECEIVED
NOV 28 1932
[illegible]

Burch

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		14.3			
Miles partially completed		All			
Miles completed		All			
Total estimated quantities		24250.			
Estimated quantities moved or placed to date		24250.			
Average daily quantities		516.			
Average daily quantities necessary to complete project on time		220.			
Number shifts per day		2			
Hours per shift		5			
Average force on project for week		40.			

Percentages of men employed on contract to be secured from:

County, %; Harney County, 62 %; Deschutes County, 38 %; County, %

	NUMBER USED AND SECURED FROM						
	Harney COUNTY	Deschutes COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	6	5				7	18
Men and teams	6						6
Men and trucks under 3 tons							
Men and trucks over 3 tons	4					12	16
Men and tractors							

Equipment used during week: Shovels, Power Graders 2, Rollers, Mixers, Crushing or screening plants, Compressors, Bull dozers, Sheep-foot rollers, Trucks 8, ,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Cloudy		
Thursday	Clear		
Friday	"		
Saturday	Cloudy		

148 of 9

November 16, 1932

NOTED

Mr. Scott Beeler, Chairman
Fort Rock Grange
Legislative Committee
Fort Rock, Oregon

Dear Sir:

Reply is made to your letter of the thirteenth instant requesting information concerning the plans of the State Highway Commission to surface the Silver Lake-Horse Ranch Section of the Fremont Highway in Lake County.

The State Highway Commission at one time contemplated surfacing this particular section of highway during the present construction season. However, when final consideration was given to the 1932 program and the Commission made its allocation of funds, it was found necessary to defer this particular project because it was found that there were insufficient funds available for this purpose. No doubt, the Commission will give consideration to this project in the preparation of its five-year budget, but I am unable to state definitely at the present time.

I am calling your letter to the attention of the State Highway Engineer for his consideration.

Very truly yours,

Secretary

HBG:AJ

RECEIVED
NOV 15 1932
OREGON
STATE HIGHWAY COMMISSION

Fort Rock, Oregon,
November 12, 1932.

The Honorable Highway Commission.
Salem, Oregon.

Gentlemen:

Some months ago the announcement was made that the section of the Fremont Highway from Silver Lake northwest to the Horse Ranch was to be surfaced. Since then nothing has been done on this section as yet the citizens of the Fort Rock Valley will be glad to learn how soon this improvement can be made.

This section of the Fremont Highway has numerous soft spots and in the winter is worse to travel than other sections of the highway. We in this section are particularly interested since the children of the Fort Rock country travel this section of the highway twice daily in going to Silver Lake to school.

We thank your Honorable body for your earnest consideration of this much needed improvement.

Yours respectfully,

FORT ROCK GRANGE
Legislative Committee,
By Scott Beeler
Chairman

PR 148 D

October 21, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Gentlemen: **Attention of Credit Department**

This is in response to your inquiry of September 14, regarding Dunn & Baker's contract.

The job to which you have reference is known as State Highway Contract No. 1406, and was awarded by the State Highway Commission to Dunn & Baker for the pit-run gravel surfacing of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County.

The amount of the job is $16,230.00; a surety bond, in like amount, was furnished by the contractors. It was written by Fidelity & Deposit Company of Maryland; Mr. R. E. Pinney is the resident agent for this company. His address is Failing Building, Portland.

According to the terms of the contract, the project is to be completed by January 31, 1933.

Very truly yours,

Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 8521

6TH FLOOR YEON BUILDING
Portland, Oregon

RECEIVED
SEP 15 1932
OREGON
STATE HIGHWAY COMMISSION

Sept. 14, 1932.

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen: RE: DUNN AND BAKER
Bonded Job

We have been informed that Dunn and Baker have been awarded a bonded job working in the vicinity of Burns, Oregon.

We are contemplating making deliveries to subject of merchandise to be used on this particular contract and desire the following information. Kindly furnish us the job number, complete description of job, the amount of same, together with the approximate date of completion. We would also like to know the name of the bonding company, the amount of bond, together with the name and address of the local agent who wrote the bond. For your convenience in replying and inclosing the data, you will find attached a self-addressed stamped envelope. We remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Myer
District Manager.

LC:R

FORM 3-C-1 4602 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

October 7, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Relative to the surfacing of the Lake County Line-Silver Creek Section of the Central Oregon Highway, attached is a table similar to that shown on page 3 of the contract, showing the stationing of the sections to be surfaced, together with the depth of surfacing and yardage.

A revised set-up for the Federal Aid sections is included. It has been necessary to change some of the figures on the last two units of the Federal Aid sections as well as the first unit in order to have the segregation check.

180 cu. yds. of gravel was placed between stations 4610 and 4856, which is not shown in the table as it was not placed continuously and the money involved, including haul, amounts to only $84.00.

Please note on the table that the section from 5402 to 5425 shows no surfacing to be done. This section is through small gravel cuts and the grade has sufficient gravel on it at the present time.

We have talked the change of plans over with the contractor, Mr. Baker, and he has agreed to the new set-up as now shown. We are forwarding the Price Agreement forms for his signature today and will send them in as soon as they are returned.

The total amount of the contract items as shown on the Federal Aid set-up now equals $16,213.95 against $16,290.00, as shown on the contract.

The sketch map attached to your letter of October 1 is returned herewith.

Yours very truly
K. D. Lytle
Division Engineer

By W. O. Widdows
W. O. Widdows

wow/c
encls.

Lake County Line-Silver Creek, Surfacing

Central Oregon Highway

Federal Aid Agreement Estimates

Project E-148-D (sta. 4387+50 to 4450+00 and 4896+00 to 4996+00):

Pit-run Gravel Surfacing	4400	cu. yds.
Truck Hauled filler	300	" "
Hauling Gravel	32840	yd. miles
Hauling Filler	400	" "

Project E-148-F

Type 1 (Sta. 4996+00 to 5402+00 and 5425+00 to 5437+00 and 5457+00 to 5530+00):

Pit-run Gravel Surfacing	13250	cu. yds.
Truck-hauled Filler	2000	" "
Hauling Gravel	27415	yd. miles
Hauling Filler	2000	" "

Type 11. (Sta. 5437+00 to 5457+00):

Pit-run Gravel Surfacing	2000	cu. yds.
Truck-hauled Filler	850	" "
Hauling Gravel	2000	yd. miles
Hauling Filler	850	" "

Project E-148-G (Sta. 5530+00 to 5605+00)

Pit-run Gravel Surfacing	2790	cu. yds.
Truck-hauled Filler	500	" "
Hauling Gravel	2150	yd. miles
Hauling Filler	500	" "

Lake County Line-Silver Creek, Surfacing

Central Oregon Highway

Station Limits of Unit	Length of Unit (feet)	Loose Thickness (inches)	Approximate Quantities (cu. yds.)
4387+50 to 4450	6,250 ft.	4"	1952 C.Y.
4896+00 to 5402	50,600 ft.	4"	12350 C.Y.
5425 to 5437	1,200 ft.	6"	440 C.Y.
5437 to 5457	2,000 ft.	6" to 18"	2000 C.Y.
5457 to 5605	14,800 ft.	6"	5500 C.Y.
			22,242 C.Y.

OR 148 D

October 4, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Lake County Line-Gap Ranch Section, Emergency Construction Project E-148-D.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HB.

Encl.

Oregon State Highway Department, Emerg. Constr. Proj. No. E-148-B.

LAKE COUNTY LINE-GAP RANCH SECTION
OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 30, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:
(Sta. A387+50 to A450+00; A610+00 to A996+00)

Final Cost on Roadway	$ 38,086.72
Final Cost on which Federal Aid was computed	$ 26,905.65
Federal Aid paid on Roadway	$ 16,743.38
Length of Roadway	8.494 miles
Cost per mile	$ 4,483.95
Federal Aid paid per mile	$ 1,971.20

Part on which no additional work is to be done:
(Sta. A450+00 to A610+00)

Final Cost on Roadway	$ 13,586.38
Cost on which Federal Aid was computed	$ 9,597.85
Federal Aid paid	$ 6,972.74
Length of Roadway	3.030 miles
Cost per mile	$ 4,483.95
Federal Aid per mile	$ 1,971.20

SUMMARY OF COMPLETED WORK

Total cost of all completed work	$ 51,673.10
Total cost on which Federal Aid was computed	36,503.50
Total length of Roadway	11.524 miles

ADDITIONAL WORK

Pit-run Gravel Surfacing

12,200	cu. yds.	Pit-run Gravel Surfacing	$ 0.40	$ 4,880.00
2,100	" "	Truck Hauled Filler	0.30	630.00
28,500	yd. mi.	Hauling Gravel	0.09	2,565.00
2,600	" "	Hauling Filler	0.09	234.00
			Sub-total	$ 8,309.00
			10% Engr. & Cont.	830.90
			Total........	$ 9,139.90

Net Length	8.494 miles
Cost per mile	$1,076.04

Regular Federal Aid Requested	$ 2,741.97 (30%)
Emergency Construction Funds Requested	6,397.93
	$ 9,139.90

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920.

" " " Maint.: Chap. 41, laws 1927.

Oregon State Highway Department

Emergency Construction
Highway Project No. E-148-B

LAKE COUNTY LINE-GAP RANCH SECTION
OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate accompanying specifications for gravel surfacing. Not as basis for project agreement)

Salem, Oregon, August 27, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done: (Sta. A387+50 to A450+00; A610+00 to A996+00)

Final Cost on Roadway	$ 38,086.72
Final Cost on which Federal Aid was computed	$ 26,905.65
Federal Aid paid on Roadway	$ 16,743.38
Length of Roadway	8.494 miles
Cost per mile	$ 4,483.95
Federal Aid paid per mile	$ 1,971.20

Part on which no additional work is to be done: (Sta. A450+00 to A610+00)

Final Cost on Roadway	$ 13,586.38
Cost on which Federal Aid was computed	$ 9,597.85
Federal Aid paid	$ 6,972.74
Length of Roadway	3.030 miles
Cost per mile	$ 4,483.95
Federal Aid per mile	$ 1,971.20

SUMMARY OF COMPLETED WORK

Total cost of all completed work	$ 51,673.10
Total cost on which Federal Aid was computed	36,503.50
Total length of Roadway	11.524 miles

EMERGENCY WORK

Pit-run Gravel Surfacing:

12,200	cu. yd.	Pit-run Gravel Surfacing	$ 0.40	$ 4,880.00
2,100	cu. yd.	Truck-hauled Filler	0.25	525.00
28,500	yd. mi.	Hauling Gravel	0.10	2,850.00
2,600	yd. mi.	Hauling Filler	0.12	312.00
			Sub-total	$ 8,567.00
			10% Engr. & Cont.	856.70
			Total	$ 9,423.70

Net length	8.494 miles
Cost per mile	$ 1,109.45

Regular Federal Aid Requested	$ 2,827.11
Emergency Construction Funds Requested	6,596.59
	$ 9,423.70

ER 148 D

September 24, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

In order that we may be able to collect 100 per cent federal aid on the Lake County Line-Silver Creek surfacing, we are listing below the quantities that are set up in the federal aid agreement estimates.

Project E-148-D (Sta. 4387+50 to 4450+00 and 4610+00 to 4996+00):

Pit-run Gravel Surfacing	12,200 cu. yds.
Truck-hauled Filler	2,100 " "
Hauling Gravel	28,500 yd. mi.
Hauling Filler	2,600 " "

Project E-148-F:

Type I (Sta. 4996+00 to 5115+00 and 5425+00 to 5437+00 and 5457+00 to 5530+00)

Pit-run Gravel Surfacing	6,600 cu. yds.
Truck-hauled Filler	1,050 " "
Hauling Gravel	15,500 yd. mi.
Hauling Filler	1,300 " "

Type II (Sta. 5437+00 to 5457+00)

Pit-run Gravel Surfacing	2,200 cu. yds.
Truck-hauled Filler	350 " "
Hauling Gravel	5,000 yd. mi.
Hauling Filler	500 " "

Project E-148-G (Sta. 5530+00 to 5605+00):

Pit-run Gravel Surfacing	3,000 cu. yds.
Truck-hauled Filler	500 " "
Hauling Gravel	7,000 yd. mi.
Hauling Filler	600 yd. mi.

There must be no overrun on any of the three federal aid units into which the work is divided, unless it be such as can be taken up in the ten per cent allowance for engineering and contingencies.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

PR#148-D

September 23, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In your letter of September 9th, in regard to Federal Aid Project No. 148-D and F, you ask for advice as to the authority we have for extending the limits of contracts.

This matter has been taken up with our attorney and he informs us that the situation is as follows:

1. If a contract is entered into without any provision for the extension of the same, the Highway Commission has authority to extend it to include not more than two thousand dollars worth of work outside of the specified limits.

2. If a contract includes provision for its extension to include work on part or all of some definitely designated additional unit of highway, the Highway Commission has authority to extend it in accordance with such provision.

3. There is no limitation on the extent to which the work to be done under a given contract may be enlarged within the limits stated in the contract. Such an increase would, of course, be expected to be not unreasonable.

From the foregoing, it is apparent that the provisions for contract extensions, which are included in the contracts for the Horse Ridge-Millican and Lake County Line-Silver Creek surfacing projects, exceed the Commission's authority somewhat, although a fifty per cent extension on the Horse-Ridge-Millican project would be only slightly in excess of the $2,000 limit referred to in the first of the numbered paragraphs above.

We have no intention of doing any work outside of specified limits on either the Horse Ridge-Millican Section or the Lake County Line-Silver Creek Section, so we can give you assurance that no action will be taken along that line which will exceed the Highway Commission's legal authority.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

September 9, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As Mr. Probert was advised by telephone yesterday, the plans, specifications and estimate for Oregon Emergency Construction Highway Projects E-168-D and F have been examined and found satisfactory except that the special provisions reserve the right to increase the contract by 50%. Such increase is not approved and the Bureau will not participate in such increase.

In this connection you are referred to our letter of October 9, 1930, to you. That letter refers to one of June 5, 1929, from Mr. Klein, in which he advises that "Our attorney holds that under the Oregon law we have no authority to extend our contracts longitudinally beyond the limits specified. We make it a practice on all plans and specifications to show the exact limits of the job by engineer's stationing so that there can be no misunderstanding on this account."

In view of the information just quoted, please advise what authority you have for "extending the limits of the units to be surfaced," as provided on this and other gravel surfacing projects.

Very truly yours,

W. H. LYNCH
District Engineer

October 9, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your June 5, 1929 letter concerning contract extensions in which you advise that "our Attorney holds that under the Oregon law we have no authority to extend our contracts longitudinally beyond the limits specified. We make it a practice on all plans and specifications to show the exact limits of the job by engineer's stationing so that there can be no misunderstanding on this account."

Although it is not customary for the State of Oregon to extend contracts to include work not contemplated in the original contract, we feel that we should advise you that in the future no extensions will be made and the district engineers will not submit for approval any extension unless the specifications specifically provide for an extension and fix a maximum which, for this Bureau, will be 25 per cent.

In connection with this matter this office felt some reluctance in recommending the extension of the contract as finally approved for Oregon F.A.P. 139-A. However, it was felt that "alteration in details of construction" on Page 9, and "additional work" on Page 16 of the contract gave your organization authority to effect contract changes necessary for the satisfactory completion of the roadbed and surfacing as contemplated. However, it is not believed that there is any maximum stated in your specifications. From your above quoted letter the question herein involved will probably not arise in Oregon.

Yours very truly,

W. H. Lynch
District Engineer

D
7
W

September 8, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are advised that the Special Provisions for Oregon Emergency Construction Highway Project No. E-169-C have been examined and found satisfactory except that they do not contain the following items which are included in the Chief of Bureau's memorandum of July 27:

> "Initial spreading of the slag stone or gravel shall be done by hand labor."
>
> "Stone shall be loaded in the quarry by hand. Where the crusher is set at approximately the same elevation as the floor of the quarry the stone shall be transported to the crusher by hand or team methods."
>
> "Where feasible team power or hand labor will be used in gravel pits for transporting materials to screening plants or loading traps."
>
> "Stripping of quarries and gravel pits where feasible shall be done by team or hand labor methods or both."

The above provisions are mandatory for all emergency projects and apply to the gravel topping on this project. The Special Provisions covering these features are very satisfactorily incorporated in the Special Provisions for Oregon E-148-D, page 7.

We have not been furnished with copies of advertisements for Oregon emergency projects and would like to be informed whether or not they comply with the law in stating minimum wage rates to be paid labor employed on the projects.

Very truly yours,

W. H. LYNCH
District Engineer

2-C-1 4900 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

E148

August 25, 1932

RECEIVED
AUG 26 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

REFERRED TO
The Project
By State Highway Engineer

Dear Sir:

Attached please find Division Engineer's Estimate of Cost of surfacing the Horse Ridge-Millican Section and the Lake County Line-Silver Creek Section of the Central Oregon Highway.

Yours very truly

K. D. Lytle
Division Engineer

By W O Widdows
W. O. Widdows

wow/c
encls.

Division Engineer's Estimate of Cost

of Surfacing

Lake County Line-Silver Creek Section

Central Oregon Highway

Pit run Gravel Surfacing	24,000	Cu. Yds.	@	$0.40	$9,600.00
Truck-hauled Filler	4,000	" "	@	0.25	1,000.00
Hauling Gravel	56,000	Yd. Mi.	@	0.10	5,600.00
Hauling Filler	5,000	" "	@	0.12	600.00
			Total		$16,800.00

RECEIVED
AUG 26 1932
OREGON
STATE HIGHWAY COMMISSION

E 148 E 1 93

ENGINEER'S ESTIMATE OF COST

Lake County Line-Silver Creek Section

Central Oregon Highway

14.0 Miles Surfacing.

Pit-run Gravel	21,500 C.Y.	@	$0.40	$8600.00
Truck Hauled Filler	3,300 C.Y.	@	.25	825.00
Hauling Gravel	52,000 Yd.Mi.	@	.10	5200.00
Hauling Filler	5,000 Yd.Mi.	@	.12	600.00
				$15225.00
Engineering & Contingencies				1525.00
				$16750.00

E-148

Division Engineer's Estimate of Cost
# of Surfacing
Lake County Line-Silver Creek Section
Central Oregon Highway

Pit run Gravel Surfacing	24,000	Cu. Yds.	@	$0.40	$9,600.00
Truck-hauled Filler	4,000	" "	@	0.25	1,000.00
Hauling Gravel	56,000	Yd. Mi.	@	0.10	5,600.00
Hauling Filler	5,000	" "	@	0.12	600.00
			Total		$16,800.00

RECEIVED
AUG 26 1932
OREGON
STATE HIGHWAY COMMISSION

PR# 148-D

November 20, 1930.

National Surety Co.,
525 Corbett Bldg.,
Portland, Oregon.

Gentlemen: **Attention: Mr. H. D. White**

In connection with the Geo H. Jacobson contract for the grading of Unit "B" of the Lake County-Gap Ranch Section of the Central Oregon Highway (your bond No. 3080481), we find that after deducting from the total amount earned under the contract, the cost of the part of the work that our department performed, there is due to the contractor and his surety the sum of $55.40, this amount being arrived at as follows:

Amount earned under contract as computed from contract prices and quantities of work performed (including work performed by state).................		$6,154.21
Deduction for meals, equipment and supplies furnished by state while contractor was in charge of work..........	$ 2,622.94	
Deduction for cost of work performed by state............	$ 2,650.25	
Total deduction		5,273.19
Total amount payable to contractor		$ 881.02
Amount previously paid...............$		825.62
Balance to be paid.............$		55.40

A voucher to cover this balance is being enclosed herewith, and we will be pleased if you will secure Mr. Jacobson's signature to the

National Surety Co. - 2. November 29, 1920.

same and return it to us for payment. Please have Mr. Jacobson sign both the voucher and the acceptance blank which is attached to it.

The quantities of work performed by each of the contractor and the state are as follows:

Item	Unit	Performed by Contractor	Performed by State	Total
Intermediate Excavation	cu. yd.	487.2	- -	487.2
Solid Rock Excavation	cu. yd.	3,044.6	1,808.4	4,853.0
Overhaul	yd. sta.	1,480.0	2,445.0	3,925.0

An itemized statement of the cost of the part of the work performed by the State is attached to the enclosed voucher.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

encl.

M. A. LYNCH, REDMOND

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

November 14, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
NOV 17 1930
OREGON
STATE HIGHWAY COMMISSION

Attention Mr. S. H. Probert.

Dear Sir:

We are sending you herewith, Mr. Runge's file in connection with the work we did for the National Surety Company on Unit "B" of the Lake County Line-Gap Ranch Section of the Central Oregon Highway.

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Div. Office Engineer

kdl/c
enc.

M. A. LYNCH, REDMOND

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR*

November 13, 1930.

RECEIVED
NOV 14
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. R. H. Probert

Dear Sir:

In accordance with your request of November 7, I am sending you our file in regard to the work we did for the National Surety Company on unit "[illegible]" of the Lake County Line-Gap Ranch section of the Central Oregon Highway.

I have also asked Mr. Bunge to make a copy of his file in regard to the same matter as he carried on some correspondence direct with this company.

Mr. Wanzer also had several telephone conversations with Mr. White regarding the taking over of the work. Of course, we have no absolute record of those talks.

Yours very truly

C. W. Wanzer
Division Engineer

By K D Lytle
K. D. Lytle
Div. Office Engineer

For letter from surety requesting that State take over the work and complete it, See letter of July 29 attached to original copy of contract.
SHS

kdl/c

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

New York.

OREGON BRANCH OFFICE
M. D. WHITE, ADJUSTER
523 CORBETT BUILDING
TELEPHONE: ATWATER 2191

PORTLAND, OREGON

October 8th, 1930.

John A. Runge,
State Highway Department,
Bend, Oregon.

Dear Mr. Runge:

I telephoned the Highway Department yesterday and asked them to inform you the case of Arslanian et al vs. Geo. Jacobson and National Surety Company had been postponed, and that it would be tried October 16th. I trust that you can arrange to be here the morning of the 16th. It is understood we will reimburse you for your expenses incurred.

On August 11th, 1930, Mr. Gilham forwarded you a draft for $327.03, to meet payroll of $355.84. Would you kindly send me the original signed payrolls. If all parties have not been paid, you may send me a check for any funds in your hands and I will see that the unpaid claims are taken care of.

Jacobson's last estimate was July 10th. Could you advise me how much he had accomplished by August 1st, the date the job was taken over by the State?

Very truly yours,

M. D. White

ADJUSTER.

MDW:BG.

We bond more people than any other company in the world.

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

New York.

OREGON BRANCH OFFICE
M. D. WHITE, ADJUSTER
523 CORBETT BUILDING
TELEPHONE: ATWATER 2191

PORTLAND, OREGON

September 23rd,1930.

John A.Runge,
Gap Ranch,
Bend, Ore.

Dear Mr. Runge:

The case of Arslanian et al vs. Geo. Jacobson and National Surety Company has been set for trial in Portland, October 9th. I have been requested to ask you to appear as a witness, and would appreciate you advising me if it will be possible for you to be here on that date.

I am today writing Mr. Jacobson requesting his presence in Portland October 8th, in order that we might have an opportunity to go thoroughly into the matter before it comes up for trial the following day.

I would appreciate hearing from you at your earliest convenience.

Yours very truly,
M. D. White
ADJUSTER.

MDW:PG.

We bond more people than any other company in the world.

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

PHONE ATWATER 2191

New York.

A. G. BARRY
COUNSEL

W. B. GILHAM
DISTRICT MANAGER

R. J. RUSSELL
ASSISTANT MANAGER

BRANCH OFFICE FOR OREGON
523-25 CORBETT BUILDING
PORTLAND, OREGON

August 11, 1930.

Mr. John A. Runge,
Gap Ranch,
Bend, Oregon.

Dear Mr. Runge:

Pursuant to our conversation this morning, I am enclosing herewith draft in amount of $327.03, in your favor, to cover the unpaid items on the June and July payroll, in connection with the George H. Jacobson Gap Ranch Job. In the absence of Mr. White it is not possible for us to make out separate checks, so we are sending this draft and will very greatly appreciate it if you will kindly disburse the money according to the payroll.

According to our figures, the total amount is $355.84. The enclosed draft plus the amount you have on hand, $28.81, should be sufficient.

The writer would suggest that you have the men sign the enclosed payrolls and return them to us when completed.

Your kind assistance in this matter certainly will be very greatly appreciated.

Yours very truly,

W. B. Gilham,

WBG:VR

DISTRICT MANAGER

We bond more people than any other company in the world.

WORLDS LARGEST SURETY COMPANY

National Surety Company
Capital $15,000,000.00
New York.

OREGON BRANCH OFFICE
M. D. WHITE, ADJUSTER
523 CORBETT BUILDING
TELEPHONE: ATWATER 2191

PORTLAND, OREGON

July 31st, 1930.

John A. Runge,
Gap Ranch,
Bend, Ore.

Dear Mr. Runge:

I wish to thank you for telephoning me last evening and advising me of the sorry condition things are in with regard to Jacobson's contract.

I am enclosing herewith a Company draft to your order for the sum of $250.00, to reimburse you for such amounts as you may advance in the payment of the pending claims against the contract. All I ask in the way of a record of payments is a receipt from each claimant.

I am glad to learn the State is willing to take over the work, and trust that the job will be completed as nearly as possible within the contract price.

I am enclosing a copy of my letter to Jacobsen.

Yours very truly,
M. D. White
ADJUSTER.

MDW:BG.
Encls.
CC: Surety Claim-Wm.Richards

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

New York.

OREGON BRANCH OFFICE
M. D. WHITE, ADJUSTER
523 CORBETT BUILDING
TELEPHONE: ATWATER 2191

PORTLAND, OREGON

July 30, 1930.

Mr. John A. Runge,
Gap Ranch,
Bend, Oregon.

Dear Mr. Runge:

I telephoned Mr. Wanzer yesterday regarding the Jacobson contract, and was sorry to learn that Jacobson's progress has been far from satisfactory. Mr. Wanzer agreed the only practical thing to do would be to have the State take over the job and complete it before moving from Gap Ranch. He suggested I write him to that effect, and he would recommend the job be taken over. I expect to receive word within the next day or so that this can be done.

I telephoned Jacobson in Bend and learned that he had a number of outstanding bills against the job. These will have to be taken care of, but I dislike to advance Jacobson the cash for disbursement, and so have written him for statements of the amounts he owes, and believe I can draw drafts to these parties and thus make payment direct.

Jacobson is having difficulty with the Arslanians and has given me a copy of the first estimate and your letter to him dated April 25, showing the amount of board chargeable to them and the deductions for supplies, and compressor and jackhammer rental. From these, and from statements furnished me by Jacobson, I have prepared the enclosed statement. I do not know how much work the Arslanians did after April 10. Did you inspect the work after they quit, and if so, could you supply the date they quit work and the amounts of material which they removed after April 10? I would appreciate your supplying this information on the statement and returning it to me.

Could you tell me if any of the ten boxes of powder furnished between April 11, and April 25, were on hand after the Arslanians quit work?

Yours very truly,

M. D. White

ADJUSTER

MDW:VR

We bond more people than any other company in the world.

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

New York.

OREGON BRANCH OFFICE
M. D. WHITE, ADJUSTER
523 CORBETT BUILDING
PHONE ATWATER 2191

PORTLAND, OREGON

July 8, 1930.

Re: BOND #3920451
George H. Jacobson.

Mr. John A. Runge,
Gap Ranch,
Bend, Oregon.

Dear Mr. Runge:

I would greatly appreciate your keeping me informed of the progress made by Jacobson on his contract. He is convinced he will soon run into a contract of rock that could be removed by a "Fresno", and in that manner complete the job somewhere near the contract time.

We realize there remains considerable work to be done before it can be determined whether or not it would be possible to use a "Fresno" on the job, and also, that the State's equipment will not be available indefinitely. However, if sufficient progress is made, and the rock breaks favorably, Mr. Wanzer believes such an arrangement might be worked out.

Yours very truly,

M. D. White

ADJUSTER

MDW:W
CC: Surety Claim

We bond more people than any other company in the world.
We own and operate New York Indemnity Co., writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

3

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 25th,1930

Mr.Geo.H.Jacobson,Contractor
Bend,Oregon.

Dear Sir:

The following is an itemized statement of the deductions made for board and supplies furnished you from the Gap Ranch Highway Camp,from April 11th,1930,to April 25th, 1930,at 9-A.M. inclusive.

R.S.Arslanian	40	Meals @ .45¢	$ 18.00
Mike Parsegian	40		13.00
Reuben Arslanian	40		18.00
Geo Bogasian	43		19.35
Albert Menasian	37		16.65
Geo.Jacobson	34		15.30
Ted Jacobson	33		14.85
Dave Hildebrant	31		13.95
Wm.Edwards	37		16.65
TOTAL	335		$150.75
10 Boxes 40% Powder			72.70
Blacksmith Charges			4.95
Compressor rental-7 shifts @ $2.50-			17.50
Jackhammer rental 7 shifts @ .50-			3.50
TOTAL DEDUCTIONS FOR PERIOD---$			249.40

The deductions from the start of the job to April 10th, inclusive,total $ 630.90,of which amount $ 49.95 represents board for Geo Jacobson and Ted Jacobson.

Very Truly Yours

John A.Runge-Resident Engineer

CC: K.D.Lytle

JAR/F

PR# 148-D

November 7, 1930.

Mr. C. F. Wanzer,
Division Engineer,
State Highway Department,
Bend, Oregon.

Dear Sir:

We understand that you have an arrangement with the surety on the George H. Jacobsen contract for the grading of Unit "B" of the Lake County Line-Gap Ranch Section whereby we are to be reimbursed for expense insurred in completing the work which was intended to have been done by Mr. Jacobsen.

As our files should contain complete information as to this arrangement with the surety company, we request that you provide us with copies of all correspondence that you have had with the surety and the contractor relative to our taking over the work. We believe that it will be desirable for us to have the original copy of the surety company's request so that the same may be attached in the original copy of the contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KR

Form 39—D14454—2500—11-29

PR148D

OR . STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

Highway Engineer

		Date	Aug 23, 1930
Job name	Central Ore Hwy Lake Co. Line – Gap Ranch	Week from	8/16 to 8/23
		Mail address	Bend P.O. Box 831
Highway	Section	Telegraph or telephone address	Bend
County	Harney — Job prefix 13 PE	Express and freight address	Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We finished this section at noon today but have the new grade barricaded from a point one mile west of the Gap Ranch.

I would suggest that all of the new construction from the above point east be kept free from travel until the fall rains have wet it thoroughly as it will require a lot of reshaping if opened to travel in the present dry condition.

(See back of this sheet for instructions and detailed information.)

Signed John A. Runge

Title Res. Engineer

GRADING CONSTR ON

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 6

~~*Contractor's*~~ *average force for week* 16 *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR148D

July 3rd, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of substitute estimate for vouchering, covering the Lake County Line-Gap Ranch Section, Project No. 148-D. This estimate calls for the use of concrete instead of corrugated iron pipe culverts. This type of culvert is being used for the reason that better prices were obtained than for the corrugated iron type which was called for in the original estimate submitted as basis for project agreement.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 140-B

LAKE COUNTY LINE - GAP RANCH SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Substitute estimate for vouchering. Based on estimated costs for state force construction)

Salem, Oregon, July 3rd, 1928.

All Required	Clearing and Grubbing		$1,150.00
66,000 cu. yds.	Common Excavation	$0.30	19,800.00
7,000 cu. yds.	Solid Rock Excavation	1.25	8,750.00
15,000 sta. yds.	Overhaul	0.04	600.00
520 lin. ft.	12" Concrete Pipe	1.50	780.00
570 lin. ft.	18" " "	2.50	1,425.00
170 lin. ft.	24" " "	4.00	680.00
	Sub-total		$33,185.00
	10% Engr. & Cont.		3,318.50
			$36,503.50

Length of Project 11.524 Miles.

Cost per Mile $3,167.60.

State Funds Available $13,787.38

Federal Aid Requested 22,716.12

$36,503.50

State funds for Construction: Chapter 173, laws 1917: Chapter 51, laws 1925.

State funds for Maintenance: Chapter 41, laws 1927.

9
1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

June 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 148-Section D, the Lake County - Gap Ranch Section of the Central Oregon Highway.

At the time this project was submitted the estimate called for corrugated iron pipe culverts, which were approved and the project agreement executed. It is noted that, instead of placing corrugated pipe, the state has placed cement concrete pipe, due no doubt to better prices obtained on the concrete pipe. However, we should be furnished with a request for approval of this change in type of culvert pipe. This can be done by submitting a revised estimate for auditing vouchers and explaining in the letter transmitting the estimate the change involved.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

June 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 145-Section D, the Lake County - Gap Ranch Section of the Central Oregon Highway.

At the time this project was submitted the estimate called for corrugated iron pipe culverts, which were approved and the project agreement executed. It is noted that, instead of placing corrugated pipe, the state has placed cement concrete pipe, due no doubt to better prices obtained on the concrete pipe. However, we should be furnished with a request for approval of this change in type of culvert pipe. This can be done by submitting a revised estimate for auditing vouchers and explaining in the letter transmitting the estimate the change involved.

Very truly yours,

W. H. LYNCH
District Engineer.

#1149
13BE-1
PR148D

June 28, 1930

Robin D. Day
Attorney at Law
First National Bank Bldg.
Salem, Oregon

Dear Sir:

This acknowledges receipt of the affidavit of claim of R. D. Arslanian against George H. Jacobson for services rendered Mr. Jacobson in connection with his contract for the construction of Unit "B" of the Lake County Line-Gap Ranch Section of the Central Oregon Highway and wish to thank you for furnishing us with this copy to complete our files.

We presume that you have received the certified copies of the contract and bond prior to this date.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

STATE OF OREGON)
) ss.
County of Marion)

I, R. D. Arslanian, being first duly sworn, depose and say that I am over the age of twenty-one years;

That on or about the 6th day of March, 1930, I, R. D. Arslanian, with four other men, entered into a contract with George H. Jacobson to perform certain labor on Unit "B" Lake County Line-Gap Ranch Section; that said four men and myself were to remove solid rock and intermediate excavation; that we were to receive One Dollar ($1.00) per cubic yard for removing solid rock, forty cents ($.40) per cubic yard for intermediate and three cents per station yard overhaul;

That in conformity with said contract we did remove a block of solid rock thirty (30) feet wide at the base, sloping up to fifty-two (52) feet in width over the top and one hundred (100) feet long. Furthermore, we removed some intermediate dirt and did considerable other work, making a total due myself and said four men of approximately $1358.00, upon which there has been paid but $657.00. Therefore, I demand a copy of the specifications and contract with the State Highway Commission, also the bond.

R. D. Arslanian

Subscribed and sworn to before me this 25th day of June, 1930.

[illegible] Day
Notary Public for Oregon
My Commission expires May 10, 1931.

#1149

13PE-1

PR 148 D

June 24, 1930

National Surety Company
W. D. Gilham, Agent
Corbett Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by George H. Jacobson in connection with the contract which was awarded to him by [illegible] State Highway Commission for the grading of Unit "B" of the Lake County Line-Gap Ranch Section of the Central Oregon Highway that we have received information from Mr. Robin D. Day, Attorney, Salem, Oregon, that Mr. Jacobson is indebted to Arslanian, et al, in the sum of $657.00 as of date May 1st, 1930 for services rendered Mr. Jacobson in connection with the above mentioned contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc George H. Jacobson

June 24, 1930

Mr. Robin D. Day
Attorney at Law
First National Bank Building
Salem, Oregon

Dear Sir:

In response to your request of the 23rd instant we are handing you herewith a certified copy of the contract awarded by the Highway Commission to George H. Jacobsen, being contract no. 1149 for the construction of Unit "B" of the Lake County Line-Gap Ranch Section of the Central Oregon Highway in Harney County.

In accordance with the provisions of Section 2991 of the Oregon Laws, certified copies of documents of this kind may be secured upon the filing of an affidavit of claim. The enclosed copy is being sent you prior to the receipt of such affidavit due to the fact that you are in a hurry for the same. We will expect you to file the affidavit in the near future so that our records may be complete.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

ROBIN D. DAY
ATTORNEY AT LAW
SALEM, OREGON

June 23, 1930.

State Highway Commission
Salem, Oregon

Gentlemen:

It would be greatly appreciated if you would mail to this office forthwith the contract which the State Highway Commission entered into with George H. Jacobson in the construction of Unit B Lake County Line, Gap Ranch section, taking out rock cut. Also the copy of bond.

Would like to have this as soon as possible as I want to commence an action at law, so that it can be heard this term of Court.

Thanking you for this favor, I wish to remain

Yours very truly,

Robin D Day

ROBIN D. DAY

RDD:AM

ANSWERED
H. B. G.

ROBIN D. DAY
ATTORNEY AT LAW
SALEM, OREGON

June 23, 1930.

J. M. Devers
Attorney for State Highway Com.
State House
Salem, Oregon

In re R. Arslanian, et al, v. George H. Jacobson

Dear Sir:

I noticed from the files of the late Donald W. Miles, a letter directed to you, dated May 1, 1930, in reference to the above entitled matter. As yet, this matter has not been settled, and I do not know whether you answered Mr. Miles' letter or not.

However, this is to notify you that I am bringing action against the above party as soon as the Commission sends me a copy of the contract and bond.

Yours very truly,

Robin D Day

ROBIN D. DAY

RDD:AM

Matter had been discussed with Mr. Miles by phone. He was to call at this office but failed to do so. Situation explained to Mr. Day by phone today.

6-24-30.

RES. PHONE 3788

DONALD W. MILES
LAWYER
610-13 FIRST NATIONAL BANK BLDG.
SALEM, OREGON

May 1, 1930.

Mr. J. M. Devers
Attorney, State Highway Commission
State House
Salem, Oregon

Contract #1149

In re R. Arslanian, et al, vs. George H. Jacobson

Dear Sir:

In re above matter I beg to advise that Mr. Jacobson who, I understand, holds a contract from the highway commission for road work near Bend, Oregon, and who has been maintaining a camp known as the Gap Ranch Highway Camp, unit B, Lake County line, entered into a contract March 6th, this year, with Arslanian and four of his fellow Armenian country men, by the terms of which contractor agrees as follows: "To furnish cars, truck, pick and shovels free of charge, all other supplies needed in the work to be furnished by the party of the first part at cost, compressor, hammer and steel at $3.00 per shift, compressor man to be furnished free by party of the first part for fifteen days".

The consideration in this contract is recited as follows: $1.00 per cubic yard for solit rock; 40¢ per cubic yard for intermediate; 3¢ per station yard overhaul.

Under this contract Arslanian, et al, went to work on said date, and upon April 10th claim that they were told by a highway engineer that his estimate as to their solid rock was twelve hundreed yards and from four to five hundred yards of loose rock and dirt, but that no written statement was given them. However, they worked for forty days on this contract, and claim that their entire indebtedness to the contractor is as follows:

Cash and merchandise advanced	$149.00
Board, five men, 42 days at $1.35	283.50
Powder	142.00
Steel	7.50
Compressor estimate	75.00
Total	$657.00

They further claim that their removal of solid rock under this contract was a block 30 feet wide at the base, sloping up to 52 feet in width over the top and 100 feet long.

Contractor has refused to settle with them and ordered them from the premises under threat of calling the Sheriff. One of the boys engaged in the contract was injured, breaking an arm one afternoon about 3 o'clock, complained to the contractor, but was not assisted until some time the next day, when he was taken to Bend, informed that his doctor bill would be deducted from amy amount coming to him, and finally this poor fellow beat his way to Salem, and just a day or two ago went to Dr. Thompson of the Accident Commission for treatment of the arm. He is absolutely destitute and has no money whatsoever to live on. His name is Albert Minasian.

Will you kindly tell me who are Jacobson's bondsmen and where I can make inquiry to intelligently find out just how much work these men did under the contract. This matter is somewhat serious to me, and while I do not complain as of the Commission's actions in the affair, I do believe that they should have just redress against the sub-contractor or his bondsmen.

Thanking you for your attention to this matter, I am

Yours respectfully,

Donald W. Miles

DONALD W. MILES

DWM:AM

FORM 3-C-1 9-6204 500 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR148D

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 18, 1930.

NOTED
State Highway Engineer

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Some few days ago I sent you a copy of a report turned in by Mr. J.A. Runge, showing cost of operating the cook house on the Central Oregon Highway. That statement covered the period from January 1 to March 31, 1930.

Enclosed is a statement of the cost of operation of camp from start of job to March 31.

Yours very truly

KDLytle

K. D. Lytle
Ass't. Division Engineer

KDL:C
Enc.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 15,1930

COPY

Mr.K.D.Lytle
Ass't Division Engineer
Bend,Oregon.

Dear Sir:

We are showing below a report of the meal cost at this camp for the period from the start of the job to March 31st.

Supplies	$ 5772.09	
Equipment Rentals	43.00	
Fuel	312.11	
Freight	102.81	
Payroll	2593.98	
Total	$ 8823.99	
Less messhouse invty.	587.24	
Actual Cost	8236.75	$ 8236,75

Total meals deducted,including 487 meals to contractors	17123.	
Meals to monthly men,excluding cooks and flunkeys	784	
Total Meals	17907.	
Cost per meal	.4599¢	
Board Deductions		$8058.15
Net loss in operation,from the start of job		$ 178.60

The above figures combine all previous reports to March 31st.

Very Truly Yours

John A.Runge-Resident Engineer

JAR/F

CC:

PR 148 D

April 16, 1930

Union Oil Company of California
604-621 Yeon Building
Portland, Oregon

Attention: Credit Department

Gentlemen:

Replying to your inquiry of the 14th instant concerning the contract awarded to George H. Jacobsen, wish to say that this is state highway contract no. 1149 for the construction of Unit B of the Lake County Line-Gap Ranch Section of the Central Oregon Highway, consisting of 0.17 miles of grading.

This contract was awarded to Mr. Jacobsen on February 27. The amount of the contract is $5,700.00. The amount of the bond is $5,700.00. The bond was written by the National Surety Company for whom W. B. Gilham is the local agent, with offices in the Corbett Building, Portland Oregon. The estimated date of completion is April 30, 1930.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

IN REPLY GIVE No.

Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

April 14, 1930

State Highway,
Salem, Oregon.

RE: Geo. H. Jacobsen
Bonded contract job

Gentlemen:

We have been advised Mr. Geo. H. Jacobsen was awarded a State Highway job at or near Burns, Oregon.

We are contemplating making deliveries to Mr. Jacobsen on this particular job, and would appreciate having the following information furnished us. We wish the description of the job, the job number, the amount of same, the name of the bonding company and the amount of the bond. Also the date of completion. We are enclosing a self addressed stamped envelope and will greatly appreciate having you furnish us this data as soon as possible.

Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin

District Manager

LC PM
enc.

Contract No. 1149 - Unit B - Lake County Line-Gap Ranch Section of the
Central Oregon Highway - 0.17 Miles of Grading -

Contract has not been returned so am unable to give name of surety at this time.

ANSWERED
H. B. G.

FORM 9-C-1 5-6804 530 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 148D

NOTED
State Highway Engineer

April 7, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I am enclosing herewith, a report of the meal costs at Gap Ranch, between January 1st., and March 31st., inclusive.

This report was prepared and submitted to me by John A. Runge.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

By HN Hackett
H. N. Hackett
Div. Office Engineer

hnh:c
enc.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 4th,1930

Mr.K.D.Lytle
Ass't Division Engineer
Bend,Oregon

Dear Sir:

As requested in your letter of March 31st,we are showing below a report of the meal cost at this camp,between January 1st and March 31st,inclusive.

Payroll------------$	698.27	
Equipment Rentals--	26.95	
Fuel---------------	144.60	
Freight------------	12.00	
Supplies-----------	1465.81	
Total-------	2347.78	
Less increase in messhouse invty.-	170.17	
Actual Cost--------	2177.56	$ 2177.56
Total meals deducted,including 487 meals to contractors------------	4714	
Cost per meal-------------------	.4619¢	
Board deductions------------------------------		2121.30
NET LOSS		$ 56.26
Including meals to monthly men,not deducted-(excluding cooks & flunkys) (358 meals)-total------	5072	
Cost per meal------------------------	.4293¢	$ 161.10
NET GAIN-----		104.84

Average cost per meal from start of job to March 31st- .4913¢.

Very Truly Yours
John A. Runge
Resident Engineer

JAR/F

CC:

PR 148b

FORM 9-C-1 B-11214 1M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

April 2, 1930.

NOTED
State Highway Engineer

Mr. J. A. Runge
Resident Engineer
Gap Ranch Highway Camp
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

Mr. Klein called up this morning regarding the cleaning up of rocks along our right of way, stating that he was not in favor of coming back and doing this work. It will be all right to pile them as future work, but please do not do any thing along side of work where rocks have not been removed.

In no case do I think that it will be necessary to pile these rocks by hand. Why could they not be scattered behind the sage brush so that they would not be seen from the road ?

In the future, please do not act on orders given by representatives of the B. P. R. without first taking the matter up with this office.

Very truly yours

K. D. Lytle
Ass't. Division Engineer

KDL:C
CC. Mr. Roy A. Klein

PR 148D

March 29, 1950

George H. Jacobson
Bend, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of Unit "B", Lake County Line-Gap Ranch Section of the Central Oregon Highway in Harney County.

Yours very truly

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc

PR-14 P.O.

May 26, 1930

Mr. K. D. Lytle
Assistant Division Engineer
Bend, Oregon

Dear Sir:

Mr. Klein has asked me to reply to your letter of the 23rd instant in which you request a raise in salary for the cook and flunkies on Mr. Bunges work on account of the necessity for preparing two extra meals per day.

Mr. Klein has approved this raise in salaries as outlined in your letter.

Very truly yours

Roy A. Klein
State Highway Engineer
By

H. B. Glaisyer
Chief Clerk

HBG:W

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 23, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We have started a double shift with the tractors on our force account job on the Central Oregon Highway and Mr. Runge informs me that this necessitates the serving of two extra meals per day. On account of this extra work in the cook house it will be necessary to raise the wages of the cook and two flunkies.

The cook now receives $140.00 per month and the flunkies $60.00. We wish to raise the cook to $160.00 and the flunkies to $70.00. Runge is very anxious to keep the cook as he now has the meal costs down to 43¢ per meal. If this change in the rate schedule meets with your approval, will you kindly advise me.

ANSWERED
H. B. G.

Yours very truly
K D Lytle
K. D. Lytle
Ass't. Division Engineer

OK
Roy A Klein

KDL:C

MAY 26 30

PR 148 D

OREGON STATE HIGHWAY COMMISSION

NOTED

March 5, 1930

National Surety Co.
525 Corbett Bldg.
Portland, Oregon

Attention: Mr. Robert O. White, Mgr.

Gentlemen:

We have received in today's mail from our division office at Bend, Oregon, four copies of a contract that the Highway Commission awarded to George H. Jacobson, of Bend, covering the grading of Unit B Lake County Line-Gap Ranch Section of the Central Oregon Highway in Harney County, consisting of 0.17 miles grading work, and being designated as state highway contract #1149.

These contracts have been signed by Mr. Jacobson and it is at his request that we are forwarding them on to you to sign the bond. The contracts are going forward to you today by express.

When the bond form has been properly executed, please return all copies of the contract to this office for further execution on the part of the State Highway Commission. When this is done, we will furnish you a copy for your files in accordance with our usual practice.

We might state further that it is contrary to our policy to handle the signing of contract papers in this manner, since we prefer that the bond be ordered and all matters in connection therewith be taken care of by the contractor himself. The mere fact that we are sending these forms to you to execute the bond is not meant in any way to obligate the State Highway Commission or any employee thereof, but is simply being done to expedite the matter since considerable time would be lost if we sent the forms back to Mr. Jacobson.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc C.W.Wanzer
cc George H. Jacobson, Bend.

FORM 8-C [illegible] 11-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. WYER, BEND

PR148 a

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

NOTED
[illegible]

file

February 24, 1930.

RECEIVED
FEB 26 1930
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In regard to the proposed letting of a small contract on the Central Oregon Highway on Unit #8 near the Gap Ranch (sta. 4773+50 to 4782+50), involving approximately 5000 yards of excavation, beg to advise that I had a notice put in the local paper that any local contractors who were interested come to this office for details. Also took up the matter personally with several contractors.

The result being that Mr. Dan Merich made me a verbal price of $1.50 per cu.yd. on Solid Rock and 65¢ a yard on intermediate classification. Mr. W. H. May also quoted me verbally $1.50 and 60¢ respectively per cu. yd. and then the next day withdrew his offer as he got other work to do. Both of the above are local contractors.

In addition to the above verbal offers, I received the two enclosed written offers, one from Jetley Bros. of Burns and Mr. Geo. H. Jacobson of Bend, the latter quoting a price of $1.25 for Solid Rock and 55¢ for intermediate and 5¢ per cu. yd. for overhaul.

I recommend that a contract be made with Mr. Jacobson along the line of our conversation over the phone today with Mr. Probert in regard to cars and track (now on the ground, to be furnished free and to allow the contractor to use some of our local equipment, compressor, jack hammer, etc.,) at our regular shift rental basis, also gas, oil, etc., at our cost price.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW/c

Bend Ore 2/22/30

Mr Wanzer

Dear Sir Regarding The rock cut at the gap Ranch would like to submit a Bid of One dollar twenty five ($1.25) on solid fifty five cts (.55) on intermediat five cts (.05) sta yd over haul you furnishing as we talked

Very Truly Yours

Geo H Jacobson

RECEIVED
FEB 26 1930
OREGON
STATE HIGHWAY

477 3+50
10 +50

Estimate on Cut 1000' West of
Gap ranch Appx. 5000 yds.

Crew — Using Swedes & track		
4 loaders	8 hrs @ 60¢	19.20
2 haulers	8 hrs @ 60¢	9.60
1 dumpman	8 hrs @ 60¢	4.80
2 drillers	8 hrs @ 62½¢	10.00
1 powderman	8 hrs @ 75¢	6.00
1 tooldresser	8 hrs @ 80¢	6.40
1 foreman	8 hrs @ 90¢	7.20
12 men		63.20

78.
50560
44240
4929.60

Will average 64 yds per ~~8 hour~~ day

$\frac{5000}{64}$ = 78 working days or March, April, May.

Labor cost per yd	$0.985
Equipment rent per yard	0.240
Gas oil grease per yard	0.125
Explosives " "	0.280
Insurance " "	0.030
	1.660
Overhead 15%	0.249
	1.909
25% profit	0.477
	$2.386

Say $2.40 or $12000 =

TLEY A. C. L. JETLEY

ROTHERS
CTORS

RECEIVED
FEB 26 1930
OREGON

or, a 110 ft Sullivan
llivan drill sharpening
2 ton Graham dump
have a 2½ ton Service
ordson compressor, ~~and~~
and a Ford Truck
be put in good con-
30 head of good horses
miscellaneous road
the state is in need
equipment we could
ing agreement on
, provided that
back if we should get
same was needed by us.

I am enclosing a rough preliminary estimate of the cut showing detail as to labor only which you can take for what it is worth, if of interest to you. I believe however that this cut could be taken out to better advantage with the cats & hydraulic scrapers.

Respectfully Yours.

A. C. L. Jetley.

RECEIVED FEB 26 1930 OREGON

Sullivan compressor, a 110 ft Sullivan compressor, a Sullivan drill sharpening machine and a 2 ton Graham dump truck. We also have a 2½ ton Service truck, a Curtis fordson compressor, ~~and~~ a Chevrolet truck and a Ford truck which can soon be put in good condition, also about 30 head of good fresno horses and other miscellaneous road equipment. If the state is in need of any of the above equipment we could perhaps come to renting agreement on what [illegible] [illegible] [illegible], provided that we could get same back if we should get a job on which same was needed by us.

I am enclosing a rough preliminary estimate of the cut showing detail as to labor only which you can take for what it is worth, if of interest to you. I believe however that this cut could be taken out to better advantage with the cats & hydraulic scrapers.

Respectfully Yours.

A. C. L. Jetley.

Form [illegible]

Commissioners
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 148 D

NOTED
State Highway Engineer

February 21, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Replying to your letter of February 13, regarding John Ruhge's meal statement, I am enclosing herewith a revised statement, prepared by Mr. Runge, which is, I believe, in accordance with your request.

Yours very truly

C. W. Wanzer
Division Engineer

By H N Hackett
H. N. Hackett
Div. Office Engineer

hnh/c
enc.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Feb.18,1930

Mr.C.W.Wanzer
Division Engineer
Bend,Oregon

Dear Sir:

In reply to your request of Feb.17th,we are giving below a revised report of the meal cost at the Gap Ranch Highway Camp,for the period commencing August 23,1930,and closing December 31,1930.

This period covers the operation of the camp cook-house from the time it was put into operation.

Supplies--------------------	$ 4306.28	
Fuel------------------------	167.51	
Freight---------------------	90.81	
Equipment Rentals-----------	16.05	
Payroll---------------------	1895.71	
TOTAL-------	6476.36	
Supplies & Fuel on hand Jan.1	417.07	
ACTUAL COST-	6059.29	$6059.29
Total Meals Served------ -	12051	
Cost per meal---------------	.5028	
Total Board Deduction	$ 5070.15	
Meals Not Deducted (Monthly	352.80	
-----	5422.95	5422.95
NET LOSS		636.34

Very Truly Yours

John A. Runge
J.A.Runge,Resident Engineer

JAR/F

NOTE: Meals to cooks and helpers not shown as a credit on above report.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 148-D

Post Office Building
Portland, Oregon.

Dec.16, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L J Caufield
L.J.Caufield
Highway Engineer.

Encl.

Ron

A4 pv 6134

Form P. R. 2

State Oregon

Project No. 148, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of September, 1929 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of December, 1928, a project statement, which was approved by the Secretary on the 2nd day of April, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section D of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 4th day of September 1929, and approved by the Secretary on the 3rd day of December, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand, seven hundred sixteen and 12/100 dollars ($22,716.12) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920 (Include amount, date, and citation of act of legislature by which authorized)

*(*b*) By the count ---------- of ---------- (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ---------- (State how placed under direct control of Highway Department)

*(*c*) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 4387+50 on the Lake-Harney Counties Line at the east end of Section C of said project, and survey station 4996+00 in the N.W.¼ of Sec.35, T.23 S., R.25 E., W.M., terminal points, a distance of 11.524 miles, known locally as the Lake County Line-Gap Ranch Section of the Central Oregon Highway between Bend and Burns, Harney County, being Section D of Oregon Federal Aid Project No. 148.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate as approved the total Federal payments shall not exceed the Federal pro rata share

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, when deemed necessary by the Secretary, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of twenty-two thousand, seven hundred sixteen and 12/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-six thousand, five hundred three and 50/100 dollars, the approved total estimated cost of Section D of said project.

PAYMENTS

STRICKEN OUT

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~..~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... of ....~~
~~(State or county) (Name)~~

~~(Strike out if not appropriate.)~~

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

Wm A. Klinge
Title Res. Engineer

STRICKEN OUT

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 3rd day of December, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

C F Marvin
Acting *Secretary of Agriculture.*

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 4387+50 on the Lake-Harney Counties Line at the east end of Section C of said project, and survey station 4996+00 in the N.W.¼ of Sec. 35, T.23 S., R.25 E., W.M., locally known as the Lake County Line-Gap Ranch Section of the Central Oregon Highway between Bend and Burns, Harney County, and designated in the records of this Department as Section D of Project No. 148, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $36,503.50 as the total estimated cost of Section D of said project, and the sum of $22,716.12 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed the authorised Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 3rd day of December one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

C F Marvin
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4039

PR1482

Form No. 8—22292—6M—8-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 12-14, 1929

Job Name Lake Co. Line-Gap Ranch Section

Week from 12-7 to 12-13

Mail Address Gap Ranch Hwy. Camp, Bend, Ore.

Highway Central Oregon

Telegraph or Telephone Address none

County Harney

Job Prefix 13PE

Express and Freight Address Bend, Oregon

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Unit # 7 Lake Co. length 14.38 miles
14 miles complete
.38 " 95% "
Unit # 8 & part of # 9 total length 11.51 miles
Cat Clearing 6 miles complete
Hand " 7 " "
Graderwork 1 " 85% "
" 2 " 70% "
" 1.5 " 40% "
" .5 " 15% "

Heavy Fills in graderwork 1500 Cu. Yds. in place

One Cat & McMillan has been laid up for a week and the entire outfit was down two days account wet weather. The new construction from Hampton to the Harney Co. Line is being opened to travel today but will require some maintenance to keep it in good shape.

(See back of this sheet for instructions and detailed information.)

Signed John A. Runge

Title Res. Engineer

GRADING CONSTRUCTION

Total miles of grading on project ....

Miles completed ....

Miles completed except finishing ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 5

Contractor's average force for week 31 *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project ....

Miles completed ....

Miles partially done ....

Average daily yardage placed this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Surfacing will be completed about ....

Number men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project ....

Miles paving completed ....

Average daily sq. yds. this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Percentage of total required yardage now in place ....

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

Other jobs .... *Percentage* ....

FORM 9-C-1 9-6204 500 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR# 148-D

August 14, 1929

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: S. H. Probert.

Dear Sir:

In reply to your letter of August 6, requesting approximate date on which work will be commenced on the Lake County-Gap Ranch Section of the Central Oregon Highway, wish to advise that from present indications, it will be about September 10, when clearing etc., will commence.

The work on the Lake County Section, however, will not be completed at that time.

Yours very truly

C. W. Wanzer
Division Engineer

By HN Hackett
H. N. Hackett
Div. Office Engineer

hnh/dc

RECEIVED
AUG
OREGON

SR-148-D

August 1, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate for use as basis for project agreement covering the Lake County Line-Gap Ranch Section, Project No. 148-D.

Five sets of blue print plans and one lot of original cross-sections for this project are today being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

J. M. Nash,
Asst. Office Engineer.

Incl.
JMN:AF

Oregon State Highway Department Project No. 148-B

LAKE COUNTY LINE-GAP RANCH SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on estimated costs
of state force construction.)

Salem, Oregon, Aug. 1, 1922

11.524 miles	Highway Roadbed	$2,632.00	$30,326.59
500 lin. ft.	12" Corr. Galv. Iron Pipe	1.50	750.00
570 lin. ft.	18" Corr. Galv. Iron Pipe	2.50	1,425.00
170 lin. ft.	24" Corr. Galv. Iron Pipe	4.00	680.00
	Sub-total		$33,181.59
	10% Engr. & Cont.		3,318.15
	Total		$36,499.74

Length of Project 11.524 miles

Cost per mile $3,167.28

State Funds Available	$13,785.96
Federal Aid Requested	$22,713.78 (62.23%)
	$36,499.74

State funds for construction, Chap. 175, laws 1917; Chap. 31, laws 1920

State funds for maintenance, Res. Aug. 17, 1917; Chap. 237, 1917

ANALYSIS OF COST FOR THE CONSTRUCTION OF ROADWAY ON THE LAKE COUNTY LINE-GAP RANCH SECTION

Project No. 148-D

11.5 miles	Clearing and Grubbing	$100.00	$ 1,150.00
66,000 cu. yds.	Common Excavation	.30	19,800.00
7,000 cu. yds.	Solid Rock Excavation	1.25	8,750.00
15,000 yd. sta.	Overhaul	.04	600.00
			$30,300.00

Length of Project, 11.524 miles

Estimated Cost per mile for Roadway Construction, $2,629.29

CONTRACT# 1150,

PR 70-A Elk River-Sixes River 1929
Reopened

1150

70 A

July 1, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed four copies of final voucher for each of the following projects:

Proj. No. 70-A, Elk River-Sixes River- - - - $12,603.54

Proj. No. 95-A, Port Orford-Elk River- - - - 1,753.24

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

G. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

Crossfiled

389

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No. Ore.F.A.P. No. 70-A

June 8, 1931.

RECEIVED
JUN 9 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,
W. H. LYNCH
District Engineer

Encl.

By Caufield
L. J. Caufield
Highway Engineer

P.S. One copy of the approved detailed estimate is also enclosed.

A4 pr 6940

Oregon Federal Aid Project No. 70, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on August 30, 1922, by the State Highway Commission of Oregon, and on October 13, 1922, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on May 22, 1930 by the said State Highway Commission and on June 28, 1930 by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 70, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section A to provide for the elimination from the project, the bituminous macadam wearing surface, which is to be constructed as a non-participating item; and by reason thereof has requested that the estimate of cost approved for said Section A be decreased from $164,065.59 to $150,627.99; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of said Section A be increased from $81,634.29 to $91,515.78, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of

Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of ninety-one thousand, five hundred fifteen and 78/100 dollars ($91,515.78) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Paragraph (c) of Article III shall read:

> "(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $92,250.06, Federal Aid $55,952.90; three bridges, actual cost $58,377.93, Federal Aid paid $35,562.88."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of ninety-one thousand, five hundred fifteen and 78/100 dollars ($91,515.78), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifty thousand, six hundred twenty-seven and 99/100 dollars ($150,627.99), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 30th day of April, 1931, and the Secretary of Agriculture on the 22nd day of May 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By ____________________
Member, State Highway Commission

By ____________________
Member, State Highway Commission.

OMS R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 70, Section A.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 302+50.6 in the S.E. ¼ of Sec. 20, T. 32 S., R. 15 W., at the north end of Federal Aid Project No. 95, and survey station 447+54.5 in the north ½ of Sec. 9, T. 32 S., R. 15 W., at the south end of Section B of said project No. 70 locally known as the Elk River-Sixes River Section of the Roosevelt Coast Highway, Curry County. and designated in the records of this Department Section A of Project No. 70, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $150,627.99 in lieu of the $81,634.29 approved by Certificate of June 28, 1930, as the total estimated cost of Section A of said project, and the sum of $1,515.78 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share ~~xxxxxx~~ per cent of said total estimated cost.

Done at the city of Washington, this 22nd day of May one thousand nine hundred and Thirty one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

PR-70a.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

April 24, 1931.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Oregon F. A. P. No. 70-A

The summary shown in the March 13, 1931 estimate for the above mentioned project should not include the amounts applicable to the non-participating work; the second sheet of this document has therefore been rewritten to make this correction, and the non-participating group of items has been placed at the end to avoid confusion. A slight reduction in the Federal aid allowable has also been made, on account of dropping the deficiency pro rata following the sixth decimal.

We are forwarding herewith three copies of the modified project agreement, for signature and return to this office.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

Encls.

FA 70a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

March 17, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Replying to your letter of March 13, 1931, relative to Oregon Federal Aid Projects No. 70-A, 70-B and 95, which projects cover that portion of the Roosevelt Coast Highway between Sixes River and Port Orford.

We note what you say regarding estimate for 70-B. Your plan of submitting a revised estimate when you contemplate beginning the bituminous macadam work for this project will be satisfactory.

Answering the last paragraph of your letter, vouchers may be submitted covering participating items on Project No. 70-B in accordance with the existing agreement. However, in the case of Projects No. 70-A and 95, (presumably the 70-C listed in your letter) it will not be possible to submit vouchers on these two projects until the project agreements have been executed and returned by your office.

Phoned Canfield that these
Project agreements have previously been
executed which will permit
vouchers to be submitted
at once using substitute
estimates on 70 A and 95.
On 70 B the original estimate
contemplating using asphalt for
Bit. Mac. is to be used.
RW

Yours truly,

W H Lynch

W. H. LYNCH
District Engineer

March 13, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

As suggested in your letter of February 9th, we are submitting herewith revised estimates for Federal Aid Projects 70-A and 95, which projects cover the portion of the Denmark-Port Orford Section of the Roosevelt Coast Highway which is between Sixes River and Port Orford.

You will note that in these revised estimates we have listed the bituminous macadam construction as a non-participating item.

No revised estimate is being submitted for Project 70-B, (Denmark-Sixes River Unit) for the reason that no bituminous macadam has yet been constructed on that project, and there, therefore, seems to be no reason why the estimate dated April 8th, 1930, which was used as a basis for the project agreement, need be changed. The estimate dated September 5th should be disregarded as the substitution of that estimate at this time would be of no particular advantage.

Present indications are that the bituminous macadam wearing surface will not be constructed on Project 70-B until next year. When it is done, however, it will very likely be done by contract.

If there is any reason why we should not now submit vouchers for participating work performed on Projects 70-A, 70-B and 70-C, please advise.

95

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

FA 70a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

February 9, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 17, 1930, and your reply of November 5, relative to the use of emulsified asphalt on Oregon Federal Aid Projects No. 70-A, 70-B, and 95.

Your letter of November 5 does not alter the fact that Federal Aid cannot be used for articles purchased without competition, and the requirements as stated in our letter of September 17 are necessary.

It is suggested if further Federal Aid is desired on this project, that a new estimate be submitted, listing the bituminous macadam as a non-participating item and supporting this with a satisfactory cost analysis.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

70-A, [illegible] are 'project
letters. [illegible]

Ans. about Mar. 12
SAS.

#1150
Curry Co
PR70a

November 18, 1930

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1150 for the construction of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County consisting of 10.85 miles of regrading and resurfacing, has been completed by the contractors, Saxton & Looney, and that final settlement will be made by the State with above contractors for work done under said contract on or after November 28th, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the S tate assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $102,617.12. Of this amount $1,570.87 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Nov. 8, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of September 17th relative to federal participation in the cost of the bituminous macadam wearing surface constructed on the Denmark-Port Orford Section (Fed. Aid Proj's. Nos. 70-A, 70-B, and 95).

We are sorry that we did not receive your letter before arrangements for the purchase of emulsified asphalt had been made, but at the time when the order for this material was placed, we were not aware either of the fact that emulsified asphalt was not recognized by your Bureau as a material acceptable for use on federal aid projects, or of the fact that your Bureau was insistent upon the calling for bids for materials to be used in connection with state force operations. We were under the impression that emulsified asphalt was acceptable to the Bureau, and we were under the impression that the State's usual methods of purchasing materials were acceptable to the Bureau provided those methods were such as would insure economy and efficiency. We have no record of having been previously advised otherwise, and we did not know that we were proceeding contrary to the Bureau's wishes.

In view of the above mentioned facts, and in view of the fact that, at most, the variations from the requirements as they have since been made known to us, were not of a serious nature, we feel that it would be quite unjust to deny us federal aid on the items of expense concerned. Please, therefore, give further consideration to the matter, and endeavor to let us have a favorable decision.

As evidence that a considerable saving incost was effected by the use of emulsified asphalt instead of hot asphalt, we are enclosing herewith a statement showing the comparative costs. In considering the comparison of costs, it should be understood that tank car shipments of asphalt cannot be brought closer to the work than Coquille, which place is forty miles distant. Boat shipments of asphalt can be brought to either Port Orford or Bandon, but in either case the asphalt must be barreled, which, of course, increases the cost. Emulsified asphalt can be brought in either by rail to Coquille or by boat to Bandon. It cannot be brought in through Port Orford as there are no tanks at that point through which to handle it.

We did not ask for competitive bids or quotations on emulsified asphalt for the reason that we knew from previous dealings that no other company would or could give us as good a price as the one obtained from the bitumuls company. The bitumuls company is the only producer that has tanks in the vicinity, and any other producer would have had to put in tanks especially for the one order. Furthermore, no other producer is actively after our business, or has indicated that it is really in position to handle it. All quotations that they have made to date have either figured higher than the quotations on bitumuls or have been otherwise disadvantageous.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

COMPARISON OF COSTS

E. GRADE ASPHALT AND EMULSIFIED ASPHALT

FOR BITUMINOUS MACADAM ON DENMARK-PORT ORFORD SECTION

1. **Costs per ton in place:**

E grade asphalt - shipped in barrels to Port Orford

F.O.B. docks	22.75	per ton
Heat & load	6.60	
Handle	1.00	
Haul (5.5 miles)	.55	
	30.90	per ton

E grade asphalt - shipped in tank cars to Coquille

F.O.B. RR cars Coquille	21.70	per ton
Heat	4.60	
Haul (40 miles)	4.00	
	30.30	per ton

Emulsified Oil:

F.O.B. Bandon	16.83	
Heat	1.49	
Haul (22.3 miles)	2.23	
	20.55	per ton

2. **Costs per mile in place:**

Plan #1 - using grade E asphalt from RR tank cars shipped to Coquille

For precoiling	11 tons		
For B-2 spec.	53 tons		
	64 tons	at 30.30	$ 1,939.20

Plan #2 - using Emulsified asphalt - Boat shipment to Bandon

For precoiling	16.5 tons		
For B-2 spec.	72.5 tons		
	89 tons	at 20.55	$ 1,828.95

Saving per mile.............. $ 110.25

Note: Above figures take into consideration the fact that the quantity of emulsified asphalt required is approximately forty per cent greater than the quantity of Grade "E" Asphalt required to give an equivalent result.

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Note: Above figures take into consideration the fact that the quantity of emulsified asphalt required is approximately forty per cent greater than the quantity of Grade "E" Asphalt required to give an equivalent result.

ZER, CHAIRMAN, PORTLAND
TES, MEDFORD
[redacted]
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

October
15th
1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

With further reference to the Port Orford - Denmark job, eleven miles in length, will advise that we are able to complete but 4.52 miles of the bituminous macadam construction on this section. We used the emulsified product known as Bitumuls in this construction. I am attaching hereto a statement of the cost of this work and would recommend that you press the Bureau for approval of this expenditure. At least if they will not co-operate on the 4.52 miles, they should co-operate on the balance of the project which will be taken up with them again with reference to the type of asphalt to be used in the bituminous macadam which will be constructed next year.

Yours truly,

R H Baldock

R. H. Baldock
Assistant State Highway Engineer

RHB/er

Express that [illegible]
is the [illegible]
[illegible] en [illegible]
[illegible] act of [illegible]
[illegible]
by [illegible]

Cost on Denmark - Port Orford

E-B-2 4.52 miles

Preparation of base macadam	4.52	miles	130.25	588.73
Placing mineral aggregate	4018	cy	.923	3708.61
Hauling " "	4644	yd mi	.244	1135.05
Asphalt in place	402.72	tons	25.66	10334.57
		Sub-total		15766.96
Cost of stone	4018	cy	1.263	5078.73
		Total		20845.69

Asphalt	16.83
Heat & load	1.49
Haul & spread	4.698
Overhead & supervision	2.642
	25.66

ZER, CHAIRMAN, PORTLAND
ATES, MEDFORD
[illegible]
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

October
15th
1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

Following is a digest of the comparison of the cost of various grades of asphalt f.o.b. Denmark - Port Orford job.

Please be advised that we made this comparison very carefully and obtained a price from the Bitumuls Corporation which effected a material saving as disclosed herewith. We did not have an opportunity to take competitive bids on emulsified asphalt because the Shell Oil Company, the producer of the competitive emulsified asphalt known as Colas, was not in a position at that time to compete. We did, however, closely compare the cost of using emulsified asphalt and the competing product, hot asphalt.

This is an answer to the criticism of the Bureau of our using emulsified asphalt without competitive bids.

Yours truly,

R. H. Baldock

R. H. Baldock
Assistant State Highway Engineer

RHB/er

cc R. A. Klein

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to previous correspondence concerning Oregon Federal Aid Projects 70-A, 70-B and 95.

It appears very doubtful if ultimate approval can be secured, under the conditions stated, for the use of the emulsified asphalt. We are advised that the matter cannot even be submitted to Washington unless you can agree to the purchase of the emulsion under open specifications, with competitive bidding. It has been suggested that the quickest way to handle this matter in the existing emergency is to use hot asphalt, as covered in the specifications already approved for these projects. Another suggestion is that if you have made commitments for the purchase of emulsified asphalt, or if work has begun, the best way would be to handle the surface course as a non-participating feature, on which basis we will endeavor to secure approval.

Please advise us of your wishes in the matter.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

September 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to previous correspondence concerning Oregon Federal Aid Projects 70-A, 70-B and 95.

It appears very doubtful if ultimate approval can be secured, under the conditions stated, for the use of the emulsified asphalt. We are advised that the matter cannot even be submitted to Washington unless you can agree to the purchase of the emulsion under open specifications, with competitive bidding. It has been suggested that the quickest way to handle this matter in the existing emergency is to use hot asphalt, as covered in the specifications already approved for these projects. Another suggestion is that if you have made commitments for the purchase of emulsified asphalt, or if work has begun, the best way would be to handle the surface course as a non-participating feature, on which basis we will endeavor to secure approval.

Please advise us of your wishes in the matter.

Very truly yours,

W. H. LYNCH
District Engineer.

Original to SHD

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 11, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to your letter of September 5th requesting Federal aid in the use of emulsified asphalt on Oregon Federal Aid Projects No. 70-A, 70-B and 95.

As regards our approval of this work, we have been advised by our Regional Office that the use of emulsified asphalt is not permissible on Federal aid projects without prior approval and until the Research Committee has established its conclusions as to appropriateness of this material for different types of bituminous construction. We are therefore forwarding the papers for review, but suggest that no work be started until approval is received, as Federal aid funds cannot be paid on work done prior to approval.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

FORM S-A-1 E-16642 2000 5-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
[redacted]
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

October
15th
1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

With further reference to the Port Orford - Denmark job, eleven miles in length, will advise that we are able to complete but 4.52 miles of the bituminous macadam construction on this section. We used the emulsified product known as Bitumuls in this construction. I am attaching hereto a statement of the cost of this work and would recommend that you press the Bureau for approval of this expenditure. At least if they will not co-operate on the 4.52 miles, they should co-operate on the balance of the project which will be taken up with them again with reference to the type of asphalt to be used in the bituminous macadam which will be constructed next year.

Yours truly,

RHBaldock

R. H. Baldock
Assistant State Highway Engineer

RHB/er

c.c. Mr Klein

Cost on Denmark - Port Orford

E-B-2 4.52 miles

Preparation of base macadam	4.52	miles	130.25	588.73
Placing mineral aggregate	4018	cy	.923	3708.61
Hauling " "	4644	yd mi	.244	1135.05
Asphalt in place	402.72	tons	25.66	10334.57
			Sub-total	15766.96
Cost of stone	4018	cy	1.263	5078.73
			Total	20845.69

Asphalt	16.83
Heat & load	1.49
Haul & spread	4.698
Overhead & supervision	2.642
	25.66

FORM 5-A-1 2-16642 2000 5-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
[redacted]
H. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

1B70a

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

October
15th
1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert
Office Engineer
Office

Dear Sir:

Following is a digest of the comparison of the cost of various grades of asphalt f.o.b. Denmark - Port Orford job.

Please be advised that we made this comparison very carefully and obtained a price from the Bitumuls Corporation which effected a material saving as disclosed herewith. We did not have an opportunity to take competitive bids on emulsified asphalt because the Shell Oil Company, the producer of the competitive emulsified asphalt known as Colas, was not in a position at that time to compete. We did, however, closely compare the cost of using emulsified asphalt and the competing product, hot asphalt.

This is an answer to the criticism of the Bureau of our using emulsified asphalt without competitive bids.

Yours truly,

R H Baldock

R. H. Baldock
Assistant State Highway Engineer

RHB/er

cc R. A. Klein

OREGON STA

Comparison of the cost of various grades of oil, F.O.B. the job

Denmark - Port Orford (ready to spread)

E grade asphalt - shipped in barrels to Port Orford

F.O.B. docks	22.75 per ton
Heat & load	6.60
Handle	1.00
Haul (5.5 miles)	.55
	30.90 per ton

E grade asphalt - shipped in tank cars to Coquille

F.O.B. RR cars Coquille	21.70 per ton
Heat	4.60
Haul (40 miles)	4.00
	30.30 per ton

Emulsified Oil:

F.O.B. Bandon	16.83
Heat	1.49
Haul (22.3 miles)	2.23
	20.55 per ton

Comparison of cost per mile of asphalt content

Plan #1 - using grade E asphalt from RR tank cars shipped to Coquille

For preoiling	11 tons		
For B-2 spec.	53 tons		
	64 tons	@ 30.30	$1939.20

Plan #2 - using Emulsified asphalt - Boat shipment to Bandon

For preoiling	16.5 tons		
For B-2 spec.	72.5 tons		
	89 tons	@ 20.55	$1828.95

Note saving - approximately $110 per mile by use of emulsified oil on this job. Approximately 40% more emulsion used than called for under hot oil specification.

#1150

Curry Co

PR70a

September 26, 1930

U. S. Fidelity & Guaranty Company
C. O. Price, Manager
Porter Building,
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the office of the Secretary of State to the effect that the claim of the Shell Oil Company against Saxton & Looney in the sum of $695.46 has been paid in full. This claim is in connection with the contract awarded Saxton & Looney for the construction of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County in connection with which you are surety on the bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
cc Saxton & Looney
Port Orford, Oregon

ry of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 25, 1930

RECEIVED
SEP 26 19
OREGON
STATE HIGHWAY [illegible]

State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

We are enclosing herewith for your information and files a copy of a letter received from the Shell Oil Company stating that a notice of claim for $695.46 against the bond taken from the United States Fidelity & Guaranty Company by Saxton & Looney has been satisfied.

Very truly yours,

HAL E. HOSS

Secretary of State.

By Edith Libby

HM
encs.

NOTED
H. B. GLAISYER

COPY

Petroleum
Products

SHELL OIL COMPANY
North Bend, Oregon

Please address
all communications
to the company

Quotations subject to
change without notice

September 24, 1930

Secretary of State
Mr. Hal E. Hoss
Salem, Oregon

Please be advised that our claim dated September 12, 1930, for Gasoline, Lubricating Oils and Greases in the sum of $695.46 against the bond taken from the United States Fidelity & Guaranty Company by Saxton & Looney for the work of regrading and resurfacing of Denmark-Port Orford section of Roosevelt Coast Highway in Curry County approximately 10.8 miles, contract No. 1150, has been fully satisfied and is to be released by your office.

SHELL OIL COMPANY

BY C. J. JONES
H.

EGH.

Form 30—A-1561—2M—7-26.

PR 70a

NOTED
State Highway Engineer

O ON STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 20-30, 192

Job Name Denmark-Port Orford Grading & Graveling

Week from Sept. 13 to Sept 20

Mail Address Bandon

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Curry Job Prefix 8 P.I.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All construction completed by contractor.

All field work completed, party working on final estimate. Final will be out by 25th approx.

SEP 26 1930
OREGON

RECEIVED
SEP 25 1930
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Cecil Hall

Title Res. Engr.

GRADING CONSTRU ON

Total miles of grading on project 9

Miles completed 9

Miles completed except finishing

Miles covered by contractor's forces Completed

Miles cross-sectioned "

Miles cross-sections completed and checked "

Miles to be remeasured None

Number men in Engineering Party 3

Contractor's average force for week None men,

— teams, — steam shovels

Grading work will be completed about Sept 10-30

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 10.83 & Stock Piles

18,910 in stock Piles

Miles completed 10.83

20,524 on road

Miles partially done All Complete

Average daily yardage placed this week —

Average daily yardage necessary to complete on time —

Contractor's average force for week — men,

— teams, — trucks

Percentage of total required yardage now in place 100

Surfacing will be completed about Sept 10-30

Number of men in Engineering Party —

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 8P.I.-100 % Percentage

Other jobs Percentage

Other jobs Percentage

Other jobs Percentage

PR#95

September 16, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

As requested in your letter of September 13th, we are sending herewith revised price analysis for the placing of emulsified asphalt on the Denmark-Port Orford Section of the Roosevelt Coast Highway, Federal Aid Projects No. 70-A, No. 70-B and No. 95.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon - - - - - - - -	$12.00	per	ton
Hauling and Spreading - - - - - - - - - -	2.00	"	"
Moving and Setting-up - - - - - - - - - -	1.25	"	"
Traffic Control - - - - - - - - - - - - -	0.50	"	"
Contingencies and Weather Delays - - - -	1.50	"	"
Equipment Rental - - - - - - - - - - - - -	1.75	"	"
Supervision - - - - - - - - - - - - - - - -	1.00	"	"
	$20.00	"	"

Salem, Oregon,
September 15, 1930.

D STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

V PLEASE
H TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 13, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 95, and to the cost analysis covering the cost of placing emulsified asphalt by State forces.

As noted on previous projects, it is necessary that the equipment rentals be shown as a separate charge on cost analysis where Federal participation is desired.

Yours very truly,

W. H. Lynch
District Engineer

PR#70-A

September 16, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

As requested in your letter of September 15th, we are sending herewith revised price analysis for the placing of emulsified asphalt on the Denmark-Port Orford Section of the Roosevelt Coast Highway, Federal Aid Projects No. 70-A, No. 70-B and No. 95.

Very truly yours,
ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon - - - - - - - -	$18.00	per	ton
Hauling and Spreading - - - - - - - - - -	2.00	"	"
Moving and Setting-up - - - - - - - - - -	1.25	"	"
Traffic Control - - - - - - - - - - - - - -	0.50	"	"
Contingencies and Weather Delays - - - - -	1.50	"	"
Equipment Rental - - - - - - - - - - - - -	1.75	"	"
Supervision - - - - - - - - - - - - - - - -	1.00	"	"
	$26.00	"	"

Salem, Oregon,
September 15, 1930.

STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

EPLY PLEASE
EFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 13, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 70-A and to the cost analysis covering the cost of placing emulsified asphalt by State forces.

As noted on previous projects, it is necessary that the equipment rentals be shown as a separate charge on cost analysis where Federal participation is desired.

Yours very truly,

W H Lynch
W. H. Lynch
District Engineer

#1150
Curry Co

PR 70a

September 16, 1930

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 15th instant inclosing three copies of a notice of the claim of the Shell Oil Company against Sexton and Looney being for gasoline, lubricating oils and greases furnished this company in the sum of $695.46 in connection with its contract for the regrading and resurfacing of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County.

Copies of this notice are being sent to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:N

September 16, 1930

U. S. Fidelity & Guaranty Co.
C. O. Price, Manager
1208 Porter Building
Portland, Oregon

Gentlemen:

Responding to the request of the Secretary of State we are handing to you herewith a copy of the notice of the claim of the Shell Oil Company against Saxton and Looney being in the sum of $695.46 for petroleum products furnished this company in connection with its contract for the construction of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County, State Highway Contract #1150.

This information is given you as you appear as surety on the bond furnished by Saxton and Looney in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 15, 1930

SEP 1 1930
OREGON

State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Dear Sir:

This is to advise that we received and filed as of this date a notice of claim by the Shell Oil Company for gasoline, lubricating oils and greases furnished in the amount of $695.46 against the bond taken from Saxton and Looney, principals, and United States Fidelity & Guaranty Company, surety, for the work of regrading and resurfacing of Denmark-Port Orford section of the Roosevelt Coast Highway, in Curry County, approximately 10.8 miles, under State Highway Contract #1150.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By

HM
enc.

ANSWERED
H. B. G.

Petroleum
Products

SHELL OIL COMPANY
North Bend, Oregon

Please address
all communications
to the Company

Quotations subject to
change without notice

September 12, 1930

Secretary of State
MR. Hal E. Hoss
Salem, Oregon

"Notice is hereby given that the undersigned SHELL OIL COMPANY has a claim for Gasoline, Lubricating Oils and greases in the sum of $695.46 against the bond taken from United States Fidelity & Guaranty Company by Saxton And Looney for the work of regrading and resurfacing of Denmark-Port Orford section of Roosevelt Coast Highway in Curry County, approximately 10.8 miles, contract No. 1150."

SHELL OIL COMPANY

By C. J. JONES

EGH

Endorsed:
September 15, 1930
HAL E. HOSS,
Secretary of State
File #848

#1150
Curry Co

PR70a

September 10, 1930

United States Fidelity & Guaranty Co.
C. O. Price, Manager
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a letter that we have today received from the Shell Oil Company in which they advise us of their claim in the sum of $693.46 against Saxton and Looney, it being for oil products furnished that Company in connection with its contract for the construction of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County, contract no. 1050.

This information is given as you appear as surety on the bond furnished by Saxton and Looney in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc Saxton & Looney

Sept. 10, 1930

Shell Oil Company
North Bend, Oregon

Attention: C. J. Jones

Gentlemen:

This acknowledges receipt of your letter of the 9th instant in which you advise us of your claim in the sum of $693.46 against Saxton & Looney for oil products furnished that Company in connection with its contract for the resurfacing of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County.

We would suggest that you take this matter up with the surety on the contractor's bond. This is the U. S. Fidelity & Guaranty Company, for whom C. O. Price is the local agent, with offices in the Porter Building, Portland. Would also suggest that you take the matter up with Saxton & Looney. If you do not secure satisfaction through the surety company then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

SHELL OIL COMPANY
North Bend, Oregon

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

September 9, 1930

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

"Notice is hereby given that the undersigned SHELL OIL COMPANY has a claim for Gasoline, Lubricating Oils and greases in the sum of $685.46 against the bond taken from United States Fidelity & Guaranty Company by Saxton and Looney for the work of regrading and resurfacing of Denmark-Port Orford section of Roosevelt Coast Highway in Curry County, approximately 10.8 miles, contract No. 1150.

SHELL OIL COMPANY

BY C. J. Jones

EGH

ANSWERED
H. B. G.

PR 70a

~~PR#95~~

September 5, 1922.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We desire now to proceed with the construction of bituminous macadam wearing surface on the Bandon-Port Orford Section (Federal Aid Projects Nos. 70-A, 70-B and 95). We propose to do this work with state forces, and we would like to have your approval of the performance of the work in that manner.

It developes that the work can be done with bitumuls at somewhat less cost than with asphalt, bitumuls having an advantage in this particular case due to the fact that it can be delivered by boat to Bandon, whereas asphalt must be delivered by rail to Coquille. The overland haul on bitumuls is, therefore, about twenty miles less than the overland haul on asphalt, which is a very considerable factor in the cost of the work.

On account of the saving in cost that can be effected by the use of bitumuls, together with the fact that with cooler weather approaching the bitumuls should work somewhat more satisfactorily than asphalt, we would like to have your permission to use bitumuls instead of asphalt. The quantity of bitumuls used per square yard of surfacing would be one-third greater than the quantity specified for asphalt, but in all other respects the specifications for the wearing surface would be the same as originally submitted.

Substitute estimates contemplating this change in specifications and a cost analysis for the item "Bitumuls in Place" are being enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

gon State Highway Department Project No. 93 (Reop.)

PORT ORFORD-ELK RIVER SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CURRY COUNTY

(Substitute estimate for vouchering. Based on low bid prices for regrading, resurfacing and bituminous macadam aggregate and estimated costs for constructing bituminous macadam wearing surface.)

Salem, Oregon, Sept. 8, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway		$35,210.24
Engineering and Contingencies		3,317.50
	Total	$38,527.74
Federal Aid paid on Roadway, (Fiscal Year	1922)	7,000.00
	1923)	16,333.28

Length of Roadway	3.30 miles
Cost per mile, Roadway	$11,675.07
Federal Aid Paid per Mile, Roadway	$ 7,070.69

NEW WORK - ROADWAY

All Required	Clearing and Grubbing		Low	Bid	$ 677.26
9,100 cu. yds.	Common Excavation	.51	"	"	4,641.00
500 cu. yds.	Solid Rock Excavation	.80	"	"	400.00
1,500 yd. sta.	Overhaul	.03	"	"	45.00
8,800 yd. mi.	Truck Haul	.20	"	"	1,760.00
900 cu. yds.	Selected Borrow	.50	"	"	450.00
1,500 yd. mi.	" " Haul	.20	"	"	300.00
6.0 M-FBM	Lumber and Timber	37.50	"	"	225.00
50 lin. ft.	12" Concrete Pipe	1.50	"	"	75.00
320 lin. ft.	18" " "	2.50	"	"	800.00
5,400 cu. yds.	Base Course Surfacing	.80	"	"	4,320.00
1,350 cu. yds.	Top Course Surfacing	.90	"	"	1,215.00
600 cu. yds.	Earth Filler	.40	"	"	240.00
1,800 yd. mi.	Filler Haul	.18	"	"	324.00
21,000 yd. mi.	Hauling Cr. Gravel (Tr. Meas.)	.16	"	"	3,360.00

Bit. Mac. Aggregate

1,500 cu. yds.	1 1/2" - 1" Matl. in Stock Pile	.70	"	"	1,050.00
460 cu. yds.	1" - 1/2" " " " "	.70	"	"	322.00
660 cu. yds.	1/2" - 1/8" " " " "	.70	"	"	462.00
110 cu. yds.	Screenings	-			- -
6,600 yd. mi.	Hauling Cr. Gravel (Pile Meas.)	.17	"	"	1,122.00

Constructing Bit. Mac. Wearing Surface

2.3 miles	Preparation of Base (State force)	$100.00	Est.	$ 230.00
2,760 cu. yds.	Placing Min. Aggregate (State force)	1.10	"	3,036.00
4,800 yd. mi.	Hauling Min. Aggregate (State force)	0.40	"	1,920.00
250 tons	Bitumuls in Place (State force)	24.00	"	6,000.00
	Sub-total			$23,574.26
	10% Engr. and Cont.			2,357.42
	Total			$25,931.68

Length of Project	2.277 miles
Cost per mile (new work)	$11,388.96

State funds for construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State funds for maintenance: Chapter 41, Laws 1927.

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon- - - - - -	$18.00	per	ton
Hauling and Spreading - - - - - - - - -	3.00	"	"
Moving and Setting-up - - - - - - - - -	1.50	"	"
Traffic Control - - - - - - - - - - - - -	.50	"	"
Contingencies and Weather Delays - - -	2.00	"	"
Supervision - - - - - - - - - - - - - - -	1.00	"	"
	$26.00	"	"

PR#70-A

September 5, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We desire now to proceed with the construction of bituminous macadam wearing surface on the Denmark-Port Orford Section (Federal Aid Projects Nos. 70-A, 70-B and 85). We propose to do this work with state forces, and we would like to have your approval of the performance of the work in that manner.

It developes that the work can be done with bitumuls at somewhat less cost than with asphalt, bitumuls having an advantage in this particular case due to the fact that it can be delivered by boat to Bandon, whereas asphalt must be delivered by rail to Coquille. The overland haul on bitumuls is, therefore, about twenty miles less than the overland haul on asphalt, which is a very considerable factor in the cost of the work.

On account of the saving in cost that can be effected by the use of bitumuls, together with the fact that with cooler weather approaching the bitumuls should work somewhat more satisfactorily than asphalt, we would like to have your permission to use bitumuls instead of asphalt. The quantity of bitumuls used per square yard of surfacing would be one-third greater than the quantity specified for asphalt, but in all other respects the specifications for the wearing surface would be the same as originally submitted.

Substitute estimates contemplating this change in specifications and a cost analysis for the item "Bitumuls in Place" are being enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

bk# 10-4

COST ANALYSIS

DENMARK-PORT ORFORD SECTION

Federal Aid Projects Nos. 70-A, 70-B and 95

Bitumuls in Place:

Bitumuls, f. o. b. Bandon	$12.00	per ton
Hauling and Spreading	3.00	" "
Moving and Setting-up	1.50	" "
Traffic Control	.50	" "
Contingencies and Weather Delays	2.00	" "
Supervision	1.00	" "
	$20.00	" "

Oregon State Highway Department   Project No. 70 (Re-op.)

ELK RIVER-SIXES RIVER SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CURRY COUNTY

(Substitute estimate for vouchering. Based on low bid prices for regrading, resurfacing and bituminous macadam aggregate and estimated costs for constructing bituminous wearing surface)

Salem, Oregon, September 5, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway (excluding bridge)		$58,087.61
Engineering		3,376.70
Contingencies		2,251.25
	Total	$63,715.56
Final Cost on Bridges		55,589.96
Engineering		2,519.62
Contingencies		268.36
	Total	$58,377.93
Total (Roadway and Bridges)		122,093.49
Federal Aid paid on Roadway		38,831.61
Federal Aid paid on Bridges		35,562.88
Total Federal Aid paid (fiscal year 1922)		$74,394.49

Length of Roadway (excluding bridges)		2.517 miles
Length of Elk Riv. Br.	600.5 ft.	
Length of Sixes Riv. Br.	596.4 "	
Length of Crystal Crk. Br.	85.5 "	
Total Length of Bridges	1,282.4 ft.	0.243 miles
Total Length of Project		2.760 miles

Cost per mile, roadway	$25,314.08
Federal Aid paid per mile, roadway	15,427.73

NEW WORK - ROADWAY

All Required	Clearing and Grubbing		Low Bid	$ 517.71
24,200 cu. yds.	Common Excavation	.51	" "	12,342.00
500 cu. yds.	Solid Rock Excavation	.80	" "	400.00
13,000 cu. yds.	Overhaul	.03	" "	390.00
4,800 yd. mi.	Truck Haul	.20	" "	960.00
750 cu. yds.	Selected Borrow	.50	" "	375.00

Proj. No. 70 (Re-opened) Continued

New Work - Roadway

1,250 yd. mi.	Hauling Selected Borrow	.20	Low Bid	$250.00
65 M-FBM	Lumber and Timber	37.50	" "	243.75
100 lin. ft.	12" Concrete Pipe	1.50	" "	150.00
450 lin. ft.	18" " "	2.50	" "	1,125.00
200 lin. ft.	20" " "	6.50	" "	1,300.00
4,500 cu. yds.	Base Course Surfacing	.80	" "	3,600.00
1,130 cu. yds.	Top Course Surfacing	.90	" "	1,017.00
500 cu. yds.	Earth Filler	.40	" "	200.00
1,500 yd. mi.	Filler Haul	.18	" "	270.00
17,500 yd. mi.	Hauling Cr. Gravel (Tr. Meas.)	.16	" "	2,800.00
Bituminous Macadam Aggregate				
1,280 cu. yds.	1 1/2" - 1" Matls. in Stock Pile	.70	" "	896.00
390 cu. yds.	1" - 1/2" " " " "	.70	" "	273.00
560 cu. yds.	1/2" - 1/8" " " " "	.70	" "	392.00
100 cu. yds.	Screenings	- -		- -
5,600 yd. mi.	Hauling Cr. Gravel (Pile Meas.)	.17	" "	952.00

Bituminous Macadam Wearing Surface

2.5 miles	Preparation of Base	(State force)	100.00	agreed	250.00
2,330 cu. yds.	Placing Mineral Agg.	(" ")	1.10	"	2,563.00
4,100 yd. mi.	Hauling Mineral Agg.	(" ")	.40	"	1,640.00
200 tons	Bitumuls in Place	(" ")	26.00	"	5,200.00

Sub-total	38,106.46
10% Engr. and Cont.	3,810.64
Total	$41,917.10

Length of Roadway (excl. bridges) 2.505 miles (revised)
Cost per mile, new work $16,733.37
Adjusted F. A. paid per mile $38,831.61 ÷ 2.505 = $15,501.64
($18,341.02 - 15,501.64) ÷ 18,341.02 = .154810 deficiency
.154810 x $18,669.00 = $2,890.14 per mile allowable F. A. 1930
Total Federal Aid allowable $2,890.14 x 2.505= $7,239.80

SUMMARY

Total Estimated Cost, all Work	$164,010.59
Total Federal Aid, all Work	81,634.29
Length of roadway (excluding bridge)(revised)	2.505 mi.
Total length (including bridges) (revised)	2.748 mi.
Total cost per mile (excluding bridges)	42,168.72
Total Federal Aid (excluding bridges)	18,391.78

State Funds for construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
State Funds for maintenance: " 41, Laws 1927.

FA 70 A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

Post Office Building
Portland, Oregon.

In reply please
refer to File No. Ore.F.A.P. 70-A

July 17, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
W. J. Caufield
Highway Engineer.

Encl.

Iron

Appr 6940

Oregon Federal Aid Project No. 70, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on August 30, 1922, by the State Highway Commission of Oregon, and on October 13, 1922, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 70, hereinafter designated as Section A of said project; and

WHEREAS, the plans and specifications previously approved for said Section A provided for the construction of 2.517 miles of road surfaced with gravel, and three bridges of more than 20 ft. clear span 0.243 of a mile in length, in Curry County, for which the estimate approved was $141,110.97, and $86,270.63 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $122,093.49, and voucher in the sum of $74,394.49 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section A and a revision of the plans, specifications and estimates approved therefor to provide for improvements in alignment, thereby reducing the length of said Section A from 2.760 miles to 2.748 miles, and to provide for widening the roadway and the construction of a multiple lift bituminous macadam surfacing over the entire length of said Section A; at an estimated cost of $41,972.10; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual cost of $122,093.49 to $164,065.59, and that the Federal funds approved and set aside to the credit of said Section A be increased from the previous actual payment of $74,394.49 to $81,634.29:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-one thousand, six hundred thirty-four and 29/100 dollars ($81,634.29) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 302+50.6 in the S.E.¼ of Sec.20, T.32 S., R.15 W., at the north end of Federal Aid Project No. 95, and survey station 447+54.5 in the north ½ of Sec.9, T.32 S., R.15 W., at the south end of Section B of said Project No. 70, terminal points, a distance of 2.748 miles, known locally as the Elk River-Sixes River Section of the Roosevelt Coast Highway, Curry County, being Section A of Oregon Federal Aid Project No. 70, consisting of 2.505 miles of roadway and three bridges of more than 20 ft. clear span 0.243 of a mile in length."

To Article III shall be added paragraph (c) to read:

"(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $105,687.66, Federal Aid $46,071.41; three bridges, actual cost $58,377.93, Federal Aid paid $35,562.88."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eighty-one thousand, six hundred thirty-four and 29/100 dollars ($81,634.29), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred sixty-four thousand, sixty-five and 59/100 dollars ($164,065.59), the approved total estimated cost of Section A of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 22nd day of May, 1930, and the Secretary of Agriculture on the 28th day of June, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By ____________________
Chairman, State Highway Commission

By C. E. Gates
Member, State Highway Commission

By Robert W. Sawyer
Member, State Highway Commission

mmz R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 70.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 302+50.6 in the S.E.¼ of Sec.20, T.32 S., R.15 W., at the north end of Federal Aid Project No. 95, and survey station 447+54.5 in the north ½ of Sec.9, T.32 S., R.15 W., at the south end of Section B of said Project No. 70, locally known as the Elk River-Sixes River Section of the Roosevelt Coast Highway, Curry County, and designated in the records of this Department ~~as~~ Section A of Project No. 70, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $164,065.59 in lieu of the previous actual payment of $74,3[illegible] as the total estimated cost of Section A of said project, and the sum of $ 81,634.29 as the share of the United States, payable under said acts on account ~~of~~ Section A of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 28th day of June one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

PR 70a

[illegible]
PR #

July 8, 1930.

Mr. Paul Van Scoy,
Resident Engineer,
Coquille, Oregon.

Dear Sir:

We are enclosing herewith a copy of a letter today received from Mr. W. J. Sweet of Bandon, Oregon, in which letter Mr. Sweet makes inquiry in regard to payment of royalties on gravel taken from his property at Elk River.

We are not familiar with the arrangements made for the material which is being taken from that source, but if any royalties are now due to Mr. Sweet, we suggest that you submit an estimate in bill form so that the payment can be made.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

cc W. E. Chandler

July 2, 1930.

Mr. W. J. Sweet,
Bandon, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of June 30th in regard to the payment of royalties due you for gravel taken from your property at Elk River.

Your letter is being referred to the engineer who is in charge of the work in connection with which the gravel is being used, with the request that a bill be prepared and submitted for payment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Bandon, Oregon
June 30, 1930

State Highway Dept'm't,
Salem, Oregon

Gentlemen:

Your local office gave me an estimate 23,187 yards of gravel taken from Elk River up to date of June 15th – According to our contract we are to receive monthly payments at 3 cents per yard – If the figures are correct we have $695.61 due, and I shall appreciate very much getting the money at this time.

Respectfully Yours
H J Sweet

RECEIVED
JUL 2 1930
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
H. B. VAN D
C. E. GATES
ROBERT W. SAW

PR 700a

OREGON STATE HIGHWAY COMMISSION

May 29, 1930.

Mr. W. E. Chandler
Division Engineer
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Reference is made to your letter of May 28, in regard to the manner in which Resident Engineer Cecil Gall is listing the stockpiled betterment materials on his monthly estimates for the Denmark-Port Orford Project.

The method being used by Mr. Gall is entirely satisfactory as it is not necessary for us to segregate the betterment materials over the different federal aid projects until such time as those materials are used in the bituminous macadam construction at which time the segregation can be obtained through the truck measurement of the materials as they go into the work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. Cecil Gall
Bandon, Oregon.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

[illegible] 29 1930
OREGON

May 28th
1930

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

On the Denmark-Port Orford Section monthly estimate, Mr. Gall has been showing gravel stock pile quantities on the Federal Aid project where deposited. The material from some of these piles will be used on other projects than those where the piles are located. Should the quantities deposited in these piles be split on the estimate to show ~~actual~~ final disposition on the respective Federal Aid projects or is the present method permissible?

Yours truly,

WM. E. CHANDLER
Division Engineer

By CD Cannon
C. D. Cannon
Office Engr.

CDC/F

70 Rop

April 11th, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis of modified agreement covering the Elk River-Sixes River Section, Project No. 70, Reopened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash : TP
Enc.

Oregon State Highway Department Proj. No. 70.(Re-exp.)

ELK RIVER-SIXES RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for project agreement. Based on low bid prices for regrading, resurfacing and bituminous macadam aggregate, and estimated costs of constructing bituminous macadam wearing surface.)

Salem, Oregon, April 8, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway (excluding bridges)		$58,087.61
Engineering		3,376.70
Contingencies		2,251.25
	Total	$63,715.56
Final Cost on Bridges		$55,589.95
Engineering		2,519.62
Contingencies		268.36
	Total	$58,377.93
Total (Roadway and Bridges)		$122,093.49
Federal Aid paid on Roadway		$ 38,831.61
Federal Aid paid on Bridges		35,562.88
Total Federal Aid paid (fiscal year 1922)		$ 74,394.49

Length of Roadway (excluding bridges)		2.517 miles
Length of Elk Riv. Br.	600.5 ft.	
Length of Sixes Riv. Br.	596.4 "	
Length of Crystal Crk. Br.	85.5 "	
Total Length of Bridges	1,282.4 ft.	0.243 miles
Total Length of Project		2.760 miles

Cost per mile, roadway	$ 25,314.88
Federal Aid paid per mile, roadway	$ 15,427.73

NEW WORK - ROADWAY

All Required	Clearing and Grubbing		Low Bid	$ 517.71
24,200 cu.yds	Common Excavation	.51	" "	12,342.00
500 cu.yds	Solid Rock Excavation	.80	" "	400.00
13,000 cu.yds	Overhaul	.03	" "	390.00
4,800 yd.mi.	Truck Haul	.20	" "	960.00
750 cu.yds	Selected Borrow	.50	" "	375.00

Proj. No. 70 (Re-opened)   Continued

New Work - Roadway

1,250	yd.mi.	Hauling Selected Borrow	.20	Low	Bid	$ 250.00
65	M-FBM	Lumber and Timber	37.50	"	"	243.75
100	lin.ft	12" Concrete Pipe	1.50	"	"	150.00
450	lin.ft	18" " "	2.50	"	"	1,125.00
200	lin.ft	30" " "	6.50	"	"	1,300.00
4,500	cu.yds	Base Course Surfacing	.80	"	"	3,600.00
1,130	cu.yds	Top Course Surfacing	.90	"	"	1,017.00
500	cu.yds	Earth Filler	.40	"	"	200.00
1,500	yd.mi.	Filler Haul	.18	"	"	270.00
17,500	yd.mi.	Hauling Cr. Gravel (Tr. Mesa)	.16	"	"	2,800.00

Bituminous Macadam Aggregate

1,280	cu.yds	1 1/2" - 1" Matls. in Stock Pile	.70	"	"	896.00
390	cu.yds	1" - 1/2" " " " "	.70	"	"	273.00
560	cu.yds	1/2" - 1/8" " " " "	.70	"	"	392.00
100	cu.yds	Screenings	-			—
5,600	yd.mi.	Hauling Cr. Gravel (Tr. Mesa)	.17	"	"	952.00

Constructing Bit. Mac. Wearing Surface

2.5	Mi.	Preparation of Base	100.00	Est.	250.00
2,330	cu.yds	Placing Min. Aggregate	1.10	"	2,563.00
4,100	yd.mi.	Hauling Min. Aggregate	.40	"	1,640.00
150	tons	Asphalt in Place	35.00		5,250.00
			Sub-total		$38,156.46
			10% Engr. & Cont.		3,815.64
			Total		$41,972.10

Length of Roadway (excl. bridges)   2.505 miles (revised)
Cost per mile, new work $16,755.32
Adjusted F.A. paid per mile $38,831.61 ÷ 2.505 = $15,501.64
($18,341.02) - $15,501.64)÷ $18,341.02 = .154810 deficiency
.154810 x $18,669 = $ 2,890.14 per mile allowable f.y. 1930
Federal Aid Requested $2,890.14 x 2.505 = $7,239.80 (17.2490+%)

SUMMARY

Total Estimated Cost, all work		$164,065.59
Total Federal Aid, all work		81,634.29
Length of roadway, (excluding bridge)	2.505 Mi.(Revised)	
Total length (including bridges)	2.748 Mi. (Revised)	
Total cost per mile, (excluding bridges)		$ 42,190.68
Total Federal Aid (excluding bridges)		$ 18,391.78

PR 70a

April 10, 1930

Union Oil Company of California
602-621 Yeon Building
Portland, Oregon

Attention: C. L. Tostevin
District Manager

Gentlemen:

Replying to your inquiry of the 9th instant concerning the contract awarded to Saxton & Looney wish to say that this is State Highway Contract no. 1180 which covers the regrading and resurfacing of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County, 10.9 miles in length.

The amount of this contract is $104,332.50. The amount of the bond is $52,166.25. This bond was written by the United States Fidelity & Guaranty Company. The specified date of completion is October 31, 1930.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

IN REPLY

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

April 9, 1930

State Highway Department,
Salem, Oregon.

RE: Saxton and Looney
Marshfield account
Bonded job

Gentlemen:

We are advised that Saxton and Looney were awarded contract #1150, which is to resurface 10 miles of Roosevelt Highway north of Port Orford, Ore.

We wish to confirm the above fact, and also desire to know the approximate amount of this contract, the name of the bonding company, the amount of the bond and the approximate date the job will be completed. We are contemplating making deliveries to them of petroleum products to be used on this particular contract, consequently, would appreciate your prompt reply.

Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin
District Manager

LC PM
enc.

ANSWERED
H. B. G.

70a

March 29, 1930

Saxton & Looney
Corvallis, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the regrading and resurfacing of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT PR 70a

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date March 15 1930

Job Name Denmark-Port Orford
Widening and graveling
Highway Roosevelt Coast
County Curry Job Prefix

Week from 3-8 to 3-15
Mail Address Bandon
Telegraph or Telephone Address
Express and Freight Address Bandon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor, Saxton & Looney with 3 men start building gravel bunkers on the 6th. Bunkers up and part of machinery in place to-date. Expect to try out plant by the 19th. Will put out stock pile material first. Stock pile sites being cleared by state forces.

Rhodes and [illegible], sub-contractors, have placed approx. 1/4 of the concrete culverts on the ground. Rhodes going to Eastern Ore. to ship in equipment.

Party staking line change thru Port Orford, Right of Way and X-sections. Also stake culverts sta. 168 to 330.

RECEIVED
MAR 17 1930

(See back of this sheet for instructions and detailed information.)

Signed Cecil Gall
Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 9.00
Miles completed None
Miles completed except finishing None
Miles covered by contractor's forces ″
Miles cross-sectioned 4 staked on prelim. O.K.
Miles cross-sections completed and checked 4
Miles to be remeasured All
Number men in Engineering Party 4
Contractor's average force for week ~~#~~ 2 men,
— teams, — steam shovels
Grading work will be completed about Oct. 31-30

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 10.83 9n/ stockpiles
Miles completed None
Miles partially done None
Average daily yardage placed this week ″
Average daily yardage necessary to complete on time 210
Contractor's average force for week 4 men,
— teams, — trucks
Percentage of total required yardage now in place None
Surfacing will be completed about Oct. 31-30
Number of men in Engineering Party Rock Checker

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed
Miles of preliminary staked
Miles of location staked
Per cent of field work complete
Per cent of office work complete
Number of days worked on this project
Number of men in party
Salary expense this week
All other expense this week
Previous total expenditure this survey
Total expenditure including this week
Survey will be completed about
Completed survey will cost about
Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project
Miles paving completed
Average daily sq. yds. this week
Miles shoulders completed both sides
Contractor's average force for week men,
teams, trucks
Percentage of total required yardage now in place
Job will be completed about
Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Percentage 100%
Other jobs Percentage
Other jobs Percentage
Other jobs Percentage

PR 70a

ASSOCIATED OIL COMPANY

PORTLAND OREGON

March 13, 1930

Associated Oil Company
866-78 Pittock Block
Portland, Oregon

Attention: Mr. R. A. Lindquist

Gentlemen:

Replying to your inquiry of the 11th inst. directed to the Secretary of State, concerning the contract awarded to Saxton and Looney, wish to say that this is state highway contract #1150 and was awarded by the State Highway Commission to Saxton and Looney on March 5, 1930.

The work covered by this contract is the regrading and resurfacing of the Denmark-Port Orford Section of the Roosevelt Coast Highway in Curry County, 10.85 miles in length.

The bond furnished by Saxton and Looney in this instance was written by the United States Fidelity and Guaranty Company, for whom C. O. Price is local agent, with offices in the Porter Building, Portland, Oregon. The bond is in the sum of $52,166.25.

The date of completion is set as October 31, 1930.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

ASSOCIATED OIL COMPANY

DISTRICT OFFICE:
866-78 PITTOCK BLOCK

CREDIT DEPARTMENT

PORTLAND, OREGON

March 11, 1930

RECEIVED
1930

The Secretary of State
Salem, Oregon .

SUBJECT: SAXTON & LOONEY

Dear Sir:

It is our understanding that the subject partnership has been awarded a contract for the construction of a piece of highway near Port Orford, Oregon, and we presume, therefore, that a bond has been posted with the State, assuring payment of all obligations contracted by the partnership.

We have been called upon to furnish the gasoline and oil requirements for the trucks and machinery in use on this job, and of course, would be anxious in knowing whether or not under the bond posted with the State, we would be protected.

We shall be very grateful to hear from you on this score, for which kindly accept our thanks.

Very truly yours,

ANSWERED
H. B. G.

ASSOCIATED OIL COMPANY
R. A. Lindquist
DISTRICT CREDIT MANAGER

RAL:VB

RECEIVED
HAL E. HO

Respectfully referred to the
State Highway Commission.
HAL E. HOSS,
Secretary of State.

PR 70a

February 27, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Reference is made to those portions of your letter of February 25, which concern the earth filler specifications which are included in the special provisions applying to the Denmark-Port Orford Surfacing Project (Federal Aid Projects Nos. 70, 70-B and 95).

Although our experience in trying to bind broken stone and crushed gravel surfacing without the use of clay has been decidedly unsatisfactory, and although your Bureau has never been able to offer any acceptable evidence in support of its position in the prohibiting of the use of clay as a filler material, we have revised Sheet #9 of the special provisions applying to the Denmark-Port Orford Project so as to preclude the use of clay filler and so as to limit the amount of filler, regardless of its kind, to fifteen per cent.

Copies of the revised sheet #9 are being sent to you herewith, and you are requested to substitute them for the #9 sheets which were included in the special provisions sent to you a few days ago.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

70 Reop

February 24, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans, five copies of special provisions for the regrading and resurfacing, and five sets of special provisions for the reconstruction of bituminous macadam wearing surface on the Elk River-Sixes River Section, Project No. 70, Reopened.

Under separate cover we are sending three sets of blueprint plans and two additional prints of Sheet #8 of the plans which we wish to request be substituted in the plans previously sent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. W. Nash/AP

Encls.

Oregon State Highway Department | Project No. 70 (Reopened)

ELK RIVER-SIXES RIVER SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate with plans. Not as basis for modified agreement).

Salem, Oregon, February 24, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway (Excluding bridges)		$ 58,087.61
Engineering.		3,376.70
Contingencies.		2,251.25
	Total	$ 63,715.56
Final Cost on Bridges		55,[illegible]
Engineering.		2,[illegible]
Contingencies.		[illegible]
	Total	$ 58,377.98
Total (Roadway and Bridges)		$122,093.49
Federal Aid Paid on Roadway.		$ 38,831.51
Federal Aid Paid on Bridges		35,562.89
Total F. A. Paid (fiscal year 1922)	Total	$ 74,394.40

Length of Roadway (excluding bridges)		2.517 miles
Length of Elk River Br.	600.5 ft.	
Length of Sixes " "	596.4 "	
Length of Crystal Crk. Br.	85.5 "	
Total Length of Bridges	1,282.4 ft.	0.243 miles
Total Length of Project		2.760 miles

Cost per mile, roadway	$ 25,314.08
Federal Aid paid per mile, roadway.	$ 15,427.73

NEW WORK - ROADWAY

All Required	Clearing and Grubbing		$ 200.00
24,200 cu.yds	Common Excavation	.40	9,680.00
500 cu.yds	Solid Rock Excavation	1.25	625.00
13,000 yd.sta.	Overhaul	.04	520.00
4,800 yd.mi.	Truck Haul	.30	1,440.00
750 cu.yds	Selected Borrow	.30	225.00
1,250 yd.mi	Hauling Selected Borrow	.30	375.00
6.5 M-FBM	Lumber and Timber	40.00	260.00

New Roadways Continued

160 lin.ft	12" Concrete Pipe	$ 2.00	$ 320.00
450 lin.ft	18" " "	3.00	1,350.00
200 lin.ft	30" " "	6.00	1,200.00
4,500 cu.yds	Base Course Surfacing	1.00	4,500.00
1,130 cu.yds	Top Course Surfacing	1.15	1,299.50
500 cu.yds	Earth Filler	.30	150.00
1,500 yd.mi.	Filler Haul	.20	300.00
17,500 yd.mi	Hauling Cr. Gravel (Truck Meas)	.16	2,800.00

Bituminous Macadam Aggregate

1,280 cu.yds	1 1/2" - 1" Materials in Stock Pile	.90	1,152.00
390 cu.yds	1" - 1/2" " " " "	1.05	409.50
560 cu.yds	1/2" - 1/8" " " " "	1.15	644.00
100 yd.mi.	Screenings	-	- -
5,600 yd.mi	Hauling Cr. Gravel (Pile Meas)	.18	1,008.00

Constructing Bituminous Macadam Wearing Surface

2.5 Miles	Preparation of Base Macadam	100.00	250.00
2,330 cu.yds	Placing Mineral Aggregate	1.10	2,563.00
4,100 yd.mi.	Hauling Mineral Aggregate	.40	1,640.00
150 Tons	Asphalt in Place	35.00	5,250.00
	Sub-total		$ 38,041.00
	10% Engr. & Cont.		3,804.10
	Total		$ 41,845.10

Length of Roadway (excluding bridges) 2.505 miles (revised)
Cost per mile, new work $ 16,704.63
Adjusted F. A. paid per mile $38,831.61 ÷ 2.505 = $15,501.64
($18,341.02 - $15,501.64) ÷ $18,341.02 = $2,839.38 = .154810, deficiency

.154810 x $18,669 = $2,890.14 per mile allowable fiscal year 1930
Federal Aid Requested: $2,890.14 x 2.505 = $7,239.80 (17.30188+%)

SUMMARY

Total Estimated Cost, All Work		$163,938.59
Total Federal Aid, All Work		81,634.29
Length of Roadway (excluding bridges)	2.505 miles (revised)	
Total length (including bridges)	2,748 " "	
Total cost per mile (excluding bridges)		$ 42,139.98
Total F.A. per Mile (" ")		18,391.78

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Pd 70

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 3, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On December 27, 1929, the Secretary of Agriculture approved revised project statement for Oregon Federal Aid Project No. 70.

On July 19, 1922, this project was approved for the improvement of 2.66 miles of the Elk River - Sixes River Section of the Roosevelt Highway in Curry County, for which the reconnaissance estimate amounted to $142,560. It is now desired to extend the project northerly to the south end of Federal Aid Project No. 109, near Denmark.

The revised project statement approved by the Secretary involves 7.3 miles of this project in Curry County for which the preliminary estimate of cost is $150,000.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

RECEIVED
JAN [illegible] 1930
ON
MMISSION

Don

PR 70

October 31, 1928.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith five copies of revised project statement covering the Denmark-Elk River Section of the Roosevelt Coast Highway, Project No. 70.

The first work to be undertaken will be the widening and resurfacing and constructing bituminous macadam wearing surface over the whole project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:AP
Encls.

STATE Oregon
PROJECT NO. 70 (Revised)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) October 18, 1922.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Denmark-Elk River Section, Roosevelt Coast Highway
2. Between control points of official description: Port Orford and Coos Bay
3. Between intermediate control points if used: and

County of Curry

4. Length in miles (gross) 7.2 (net) 7.2
5. Preliminary estimate of cost: Total, $ 150,000; section of road to be first improved, $ 75,000,

of which $ --- is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.)

Current Income, Chapter 175, Laws 1917, Chapter 21, Laws 1920.
(Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

8—6072

7. Funds for maintenance to be provided by Current Income, from the following
(State or (and) county.)

sources: Sec. Aug. 7, 1917, Chap. 237, Laws 1917
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks: This project has been extended to connect with the south end of project 109 at Denmark

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department.)

By

CHAIRMAN
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

By

COMMISSIONER
(Title of officer.)

GOVERNMENT PRINTING OFFICE

PROPOSED

EXT.
S. END OF PROJECT
22
21

PORT ORFORD

CONTRACT # 1152,

PR 93 Keno-Klamath Falls 1930
Reopened

1152

FA 93

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 22, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 93. This project was reopened for the purpose of placing a bituminous macadam surfacing, using State furnished rock.

This rock was crushed under a contract with Simonsen & Hefty without Federal Aid. The final voucher has been presented but before payment can be made it will be necessary to have copies of the bid tabulation covering the crushing and stockpiling of this rock. Will you therefore send us three prints of this bid tabulation at your early convenience.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Sent 4/24/31

[illegible] 1931

FR1152
18B#

FR93

January 9, 1931

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1152 for the construction of the Klamath Falls Bituminous Project in Klamath County has been completed by the contractor J. C. Compton and that final settlement will be made by the State with said contractor for work done under said contract on or after January 19, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract and which will include the above final payment will be $115,575.40. Of this amount $436.78 was for force account work.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Glaisyer,
Secretary.

Dict. by J. McFarland.

cc to Hartford Accident & Indemnity Co., 1120 Spalding Bldg., Portland.

FORM 2-A-1 E-16294 5000 9-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR93

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Klamath Falls, Oregon

December 16, 1930

DEC 17 1930

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon

Attention: Mr. Probert.

Dear Sir:

In reply to your letter dated December 12th relative to deduction charges in connection with the J. C. Compton final estimate, contract No. 1152.

The supplies covered by Department Invoices Nos. 90704 and 95004 were returned to our department by J. C. Compton and as per your request we are attaching herewith "Transfer of Supplies" form.

Respectfully,

C C Seeley
C. C. Seeley
Res. Maint. Engr.

cc Mr. Chandler

12/17/30
F.V.

RR 13

December 12, 1930.

Mr. C. C. Seeley,
Resident Engineer,
State Highway Department,
Klamath Falls, Oregon.

Dear Sir:

In your letter of November 15th to Mr. W. E. Chandler, relative to deduction charges in the final estimate on J. C. Compton's contract No. 1132, we note two credit items as follows:

Department Invoice No. 90704..............Cr. $14.16
Department Invoice No. 95004..............Cr. 2.90

We took this matter up with the shops at Salem and found that they have no record of these credits. The above numbered invoices are charges - not credits. These supplies are still charged to Mr. Compton.

If the supplies were returned to you, and you are using them, please send us a "transfer of supplies" form, crediting 18-Hi-535, and making a corresponding charge against the job on which the sup lies were used or are to be used. If they were returned to the Klamath Falls shops, see that the Equipment Department issues a department invoice, giving Compton credit for the value of the supplies returned. Please advise us as to what action you take, and in case it is not clear to you just how to proceed, write to us, explaining the whole transaction fully, and we will see that the matter is properly straightened out.

Very truly yours,

ROY A KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

cc to W. E. Chandler

FORM S-A-1 S-16642 2000 5-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
~~ROBERT W. SAWYER, BEND~~
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PF 93

OREGON STATE HIGHWAY COMMISSION
SALEM

NOTED
State Highway Engineer

November 7, 1930.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. C. Seeley,
Resident Engineer,
Klamath Falls, Oregon.

Dear Sir:

Referring again to the matter of W. H. Stewart's salary for the first fourteen days of October.

As explained in our letter of October 15th, the Bureau could not pay him for this entire period without securing special authority from Washington. It will therefore be necessary for us to make up the deficit.

We have now received information that Stewart received $60.00 from the Bureau for this period, and you will please make him a time check covering the time from October 9th to October 14th, both days inclusive, and amounting to $42.58, charging this to the Klamath Falls Oiling Project.

Yours truly,

R. H. BALDOCK,
ASST. STATE HIGHWAY ENGINEER.

By

Watson Townsend,
Office Engineer.

C C to

R. A. Klein

C. W. Wanzer

W. E. Chandler

W. H. Stewart

WT-h

PR 93

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

September 13, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the voucher submitted for Oregon Federal Aid Project 93-Reopened covering the period from May 13 to August 10, 1930.

We do not find in our files a copy of the contract covering this work. If this has not already been sent out, would you kindly mail us the customary number of copies at your earliest convenience in order to avoid delay in payment of the voucher.

Yours very truly,

W H Lynch

W. H. Lynch
District Engineer

Sent

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. F.A.P. 93

Post Office Building
Portland, Oregon.

Aug. 27, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By A H Benedict
A. H. Benedict
Asst. Hwy. Eng'r.

P.S. One copy of the approved estimate, dated April 8 1930, which was used as the basis of the modified project agreement, is enclosed.

AHB.

Tom

A4pr 7380

Oregon Federal Aid Project No. 93.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 26, 1923, by the State Highway Commission of Oregon, and on June 8, 1923, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 93; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 10.978 miles of road surfaced with crushed rock, in Klamath County, for which the estimate approved was $153,613.73, and $93,914.41 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $170,553.06, and voucher in the sum of $93,914.41 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for the construction of a bituminous macadam wearing surface on that portion thereof between survey stations 361+00 and 574+10, a distance of 4.029 miles, at an estimated cost of $24,051.50; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $170,553.06 to $194,604.56, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $93,914.41 to $106,881.65;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred eight thousand, eight hundred eighty-one and 65/100 dollars ($108,881.65) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> Between survey station 0+00 at the Klamath River Bridge at Keno, and survey station 574+10 at the end of the pavement at the city limits of Klamath Falls, terminal points, a distance of 10.978 miles, known locally as the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, Klamath County."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of one hundred eight thousand, eight hundred eighty-one and 65/100 dollars ($108,881.65), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred ninety-four thousand, six hundred four and 56/100 dollars ($194,604.56), the approved total estimated cost of said project."

Article VI shall read:

> "Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
>
> "The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of

Oregon on the 26th day of June, 1930, and the Secretary of Agriculture on the 7th day of August, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture.

Oregon Federal Aid Project No. 93.

[illegible]

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between survey station 0+00 at the Klamath River Bridge at Keno, and survey station 574+10 at the end of the pavement at the city limits of Klamath Falls, locally known as the Keno-Klamath Falls Section of the Ashland-Klamath Falls Highway, Klamath County, and designated in the records of this Department as Project No. 93, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ 194,604.56 in lieu of the previous actual payment of $93,914.41 as the total estimated cost of said project, and the sum of $105,881.65/ as the share of the United States, payable under said acts on account of such project, which does not exceed the/ authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 7th day of August one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

Amg

(COPY)

Oregon State Highway Department Project No. 93 (Reopened)

Keno-Klamath Falls Section of the Green Springs Highway

In Klamath County

(Estimate as basis for modified agreement for constructing bituminous macadam wearing surface from Sta. 361+00 to Sta. 574+10. Based on low bid prices.)

Salem, Oregon, April 8, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway		$151,537.15
Engineering		7,648.56
Contingencies		11,367.35
	Total	$170,553.06
Federal Aid Paid on Roadway - 1923 - $2,000.00 1924 - 91,914.41		$93,914.41

Length of Project	10.978 miles
Cost per mile, Roadway	$15,535.89
Federal Aid Paid Per Mile, Roadway	$8,554.78

New Work @ Roadway (Station 361+00 to Station 574+10)

Bituminous Macadam Aggregate, (Furnished under Contract No. 1008)

2,800 cu.yds.	1 1/2" - 3/4" Matls. in Stock Pile	1.85	$ 5,180.00
560 cu.yds.	3/4" - 1/2" " " " "	2.00	1,120.00
800 cu.yds.	1/2" - 1/8" " " " "	2.10	1,680.00

Bituminous Macadam Wearing Surface

4.0 miles	Preparation of Base Macadam	50.00	200.00
4,300 cu.yds.	Placing Min. Aggregate	1.10	4,730.00
7,800 yd. mi.	Hauling Min. Aggregate	.20	1,560.00
290 tons	Asphalt in Place	25.50	7,395.00
	Sub-total		$21,865.00
	10% Engr.& Cont.		2,186.50
	Total		$24,051.50

Length of Reopened Portion	4.029 miles
Cost per mile, new work	5,969.59

Federal Aid Allowable on New Work:

($18,341.02 - 8,554.78) ÷ $18,341.02 = .533571, deficiency.

.533571 x $18,669 = $9,961.23 allowable fiscal year 1930

Total F.A. allowable on reopened portion $9,961.23 x 4.029 = $40,133.79

Federal Aid Requested: 62.23% of $24,051.50 = $14,967.24

Project No. 93 - Reopened

SUMMARY

Items	Total Estimated Cost	Federal Aid	Length
Reopened Portion			
Old Work (Roadway)	$ 62,594.12	$ 34,467.22	4.029
New Work (Roadway)	24,051.50	14,967.24	4.029
Sub-totals	$ 86,645.62	$49,434.46	= 4.029
Non-Reopened Portion			
Old Work	$107,958.94	59,447.19	6.949
Totals (all work)	$194,604.56	$108,881.65	10.978

State Funds for Constr: Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maint. Chapter 41, Laws 1927.

TH[illegible] APPROVED
[illegible] CONDITIONS
~~EXCEPT AS NOTED BY~~

Examined and Recommended
For Approval H.T.M.
Date BO June 12, 1930

RECEIVED
1930

2.

PR93

Union Oil Company of California

August 11, 1930

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: C. L. Tostevin

Gentlemen:

Replying to you inquiry of the 9th instant concerning the contract awarded to J. C. Compton and Company, wish to say that this is State Highway Contract #1152 which covers 43.6 miles of Bituminous Macadam wearing surface on the Dalles-California, Green Springs and Klamath Falls-Lakeview Highways in Klamath County.

The bond is in the sum of $65,071.25 and was written by the Hartford Accident & Indemnity Company for whom Jewett, Barton & Leavy, are agents with offices in the Lewis Building, Portland. The specified date of completion is September 15, 1930. The amount of the contract is $130,142.50.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9821

602-621 YEON BUILDING
Portland, Oregon

August 9, 1930

RECEIVED
AUG 11 1930
OREGON

Oregon State Highway,
Salem, Oregon.

RE: J.C.Compton and Co.
Bonded job

Gentlemen:

We are advised you have awarded a bonded job to J.C. Compton and Company on The Dalles-California-Greenspring-Klamath Falls-Lakeview Highway.

We are contemplating making deliveries to them to be used on this particular job, and desire the following information - We wish to know the complete description of the job, the amount of same, together with the name of the bonding company and the amount of the bond, also the approximate date of completion. For your convenience, we are enclosing a self addressed stamped envelope.

Thanking you in advance for your prompt attention, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C. L. Tostevin

District Manager

LC PM
enc.

~~#1277~~
#1152

ANSWERED
H. B.

FORM 2-B-1 6-17126 500 6-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR93

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

Klamath Falls
Bit. Mac. Project

August 1st
1 9 3 0

AUG 2 1930

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Ore.

Dear Sir:-

Attached find two executed copies of price agreement in connection with the Compton contract #1152, Klamath Falls bituminous macadam project. Copies have been retained by the contractor, resident engineer and division engineer.

Yours truly,

WM. E. CHANDLER
Division Engr.

By C. D. Cannon
C. D. Cannon
Office Engr.

CDC/F
Inc. 2.

July 22, 1930.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

We are sending to you herewith five copies of a price agreement relating to a change to be made in connection with the Klamath Falls bituminous macadam project, which price agreement was prepared by Mr. Baldock, and has been signed by the contractor and by Mr. Klein.

If this price agreement meets with your approval, please affix your signature and return all five copies to us.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

June 27, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith three signed copies of modified agreement for the Keno-Klamath Falls Section, Project No. 53.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. Nash/ER.

Encl.

Stencil #46

JUN 17 1930
OREGON
HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Ore.F.A.P. 93

New Post Office Bldg.,
Portland, Oregon

June 14, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, as amended, for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A.H.Benedict
Asst.Hwy. Eng'r.

Encls.

Keno - Klamath Falls Bit. Mac.
(Klamath Falls Oiling Project)

PR#93

June 3, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

In line with your letter of May 27, we are submitting herewith a supplemental specification relating to the size of crushed rock to be used in the construction of bituminous macadam wearing surface on the Keno-Klamath Falls Section of the Green Springs Highway, Federal Aid Project No. 93.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Enclosure

KENO-KLAMATH FALLS SECTION.

Federal Aid Project No. 93

SUPPLEMENTAL SPECIFICATION RELATING TO SIZE OF COARSE ROCK TO BE USED IN CONSTRUCTION OF BITUMINOUS MACADAM WEARING SURFACE

It is hereby stipulated that on Unit No. 2 of the Klamath Falls Bituminous Macadam Project, which unit is the unit involved in Federal Aid Project No. 93, the coarse rock used in the construction of the bituminous macadam wearing surface shall be 1 1/4" to 3/4" rock instead of 1 1/2" to 3/4" rock, as is called for by the special provisions of the contract.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 27, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

It has been discovered that the specifications and estimate for the reopening of Oregon F.A.P. No. 93, Keno - Klamath Falls, specify 1½" - ¾" material. Contract No. 1008, under which this material has been provided, specifies 1¼" - ¾", designated as Grade "C". It is, accordingly, requested that revised specifications or suitable insert sheets be submitted to adjust this discrepancy. We will make the necessary change in the agreement estimate.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

PK93

Form 80—C-10767—2M—12-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 17, 1930, 192

Job name Klamath Falls Bit. Macadam Project
Week from May 11 to May 17
Mail address Klamath Falls
Highway Green Springs
Telegraph or telephone address " "
County Klamath Job prefix 18 BA
Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Cool and partly cloudy all week.

Contractor began laying bituminous macadam on May 13th. Some trouble was experienced on account of dirt in the crushed rock material. However, a good job is being obtained. Excellent penetration and a thorough coating of the rock is being accomplished as a result of the application of the soap and water solution. The surfacing began at the west City Limits of Klamath Falls and was completed with the exception of the second seal coat, to a point sixty-two hundred feet from the City Limits. The progress of the work was at the rate of about 1250 feet per day completed except the second seal. The specification is B3 and the unit is # 2. Better progress should be obtained when the crew becomes more familiar with the methods of laying this type of surfacing. On the section which was worked on this week, it was possible to detour all traffic with the exception of one tenth of a mile adjacent to the west City Limits. This is proving an advantage in facilitating the progress of the work, as the traffic from the saw mills on this section is very heavy. It will also be possible to detour the traffic on the next two miles.

RECEIVED
MAY 21 1930
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed A.C. Seeley

Title Res. Maint. Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 43.6

Miles paving completed None

Total square yards in project 460,416.00

Without seal coat.
Square yards completed to date 12,400

Without seal coat.
Average daily square yards this week 2480

~~Miles shoulders completed both sides~~ ....

Contractor's average force for week 32 men,

— teams, 12 trucks

Job will be completed about Sept. 15, 1930

Number of men in Engineering Party 3

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 18BA Percentage 100
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

93(Reop)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 13, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

There is herewith attached, for your files, a copy of the estimate for Oregon Federal Aid Project No. 93-Reopened, as rewritten in this office.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer.

Enclosure

Klamath Falls Oiling Project

PR 93

April 21, 1930.

Mr. W. E. Chandler
Division Engineer
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

Reference is made to your letter of April 18, requesting account number to which charges are to be made for maintaining the county road between Bonanza and [illegible] Point in connection with the J. C. Compton oiling project, Contract 1152.

It has been the general custom to charge this maintenance to the construction prefix, using account number 878, which account number covers the cost of maintaining detour roads.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

RECEIVED

Dict by L. E. Parsons/AP

CC Mr. R. H. Baldock

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

COMMISSION
N ENGINEER
N

[illegible]

Pls assign proj.

[illegible]

Mr. R. H. Baldock
Maintenance Engr.
Salem, Oregon.

Dear Sir:-

You authorized maintenance on the County road between Bonanza and Common Point on the Klamath Falls-Lakeview Highway.

Will you please advise account number that this should be charged to.

Yours truly,

Division Engineer

WEC/F

RECEIVED
APR 21 1930
OFFICE OF
MAINTENANCE ENGINEER

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 19th
1930

Mr. R. H. Baldock
Maintenance Engr.
Salem, Oregon.

Dear Sir:-

You authorized maintenance on the County road between Bonanza and Common Point on the Klamath Falls-Lakeview Highway.

Will you please advise account number that this should be charged to.

Yours truly,
W E Chandler
Division Engineer

WEC/F

RECEIVED
APR 21 1930
OFFICE OF
MAINTENANCE ENGINEER

93 Rep

April 11th, 1930.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Keno-Klamath Falls Section, Project No. 93, Reopened. There are also enclosed three copies of contract, one of which is certified covering the bituminous macadam aggregate for use in the constructing of bituminous macadam wearing surface on this section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash:TP
Enc.

Oregon State Highway Department   Project No. 93 (Reopened)

KENO-KLAMATH FALLS SECTION OF THE GREEN SPRINGS HIGHWAY

IN KLAMATH COUNTY

(Estimate as basis for modified agreement for constructing bituminous macadam wearing surface from Sta. 361+00 to Sta. 574+10. Based on low bid prices.)

Salem, Oregon, April 8, 1930.

Completed Work as Shown by Final Voucher

Final Cost on Roadway		$151,537.15
Engineering		7,648.56
Contingencies		11,367.35
	Total	$170,553.06
Federal Aid Paid on Roadway		$ 93,914.41

Length of Project	10.978 miles
Cost per mile, Roadway	$15,535.89
Federal Aid Paid Per Mile, Roadway	$ 8,554.78

New Work - Roadway (Station 361+00 to Station 574+10)
Bituminous Macadam Aggregate, (Furnished under Contract No. 1008

2,800 cu.yds	1 1/2" - 3/4" Matls. in Stock Pile	1.85	$ 5,180.00
560 cu.yds	3/4" - 1/2" " " "	2.00	1,120.00
800 cu.yds	1/2" - 1/8" " " "	2.10	1,680.00

Bituminous Macadam Wearing Surface

4.0 miles	Preparation of Base Macadam	50.00	200.00
4,300 cu.yds	Placing Min. Aggregate	1.10	4,730.00
7,800 yd.mi.	Hauling Min. Aggregate	.20	1,560.00
290 tons	Asphalt in Place	25.50	7,395.00
		Sub-total	$21,865.00
		10% Engr. & Cont.	2,186.50
		Total	$24,041.50

Length of Reopened Portion	4.029 miles
Cost per mile, new work	$5,967.11

Federal Aid Allowable on New Work:

($18,341.02 - 8,554.78) ÷ $18,341.02 = .533571, deficiency.
.533571 x $18,669 = $9,961.23 allowable fiscal year 1930

Total F. A. allowable on reopened portion $9,961.23 x 4.029 = $40,133.79
Federal Aid Requested: 62.23% of $24,041.50 = $14,961.02

Project No. 93 - Reopened

SUMMARY

Items	Total Estimated Cost	Federal Aid	Length
Reopened Portion			
Old Work (Roadway)	$ 62,594.12	$ 34,467.22	4.029
New Work (Roadway)	24,041.50	14,961.02	4.029
Sub-totals	$ 86,635.62	$ 49,428.24	4.029
Non-Reopened Portion			
Old Work	107,958.94	59,447.19	6.949
Totals (all work)	$ 194,594.56	$108,875.43	10.978

State Funds for Constr: Chapter 175, Laws 1917; Chapter 51, Laws 1920.
State Funds for Maint. Chapter 41, Laws 1927.

FORM 2-B-1 B-14471 500 11-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GAT[illegible], MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 93

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

February 25th
1930

RECEIVED
FEB [illegible] 193[illegible]

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon.

Dear Sir:-

Herewith estimate for comparison of bids on the Klamath Falls Bituminous Macadam Project.

Yours truly,

Division Engr.

WEC/F
Inc. 1.

Rec'd too late to be used in estimates for comparison of bids. SaL

SaL

Klamath Falls Bituminous Macadam Project

Unit No. 1 (Type B3)

1.	Preparation of Base Macadam, 14.4 miles @ $100.00	$1440.00
2.	Placing Mineral Aggregate, 15,500 cu. yds. @ $0.90	13,950.00
3.	Hauling Mineral Aggregate, 34,000 yd. mi. @ $0.20	6,800.00
4.	Asphalt in Place, 1,030 tons @ $26.00	26,780.00
		$48,970.00

Unit No. 2 (Type B3)

5.	Preparation of Base Macadam, 4 miles @ $100.00	400.00
6.	Placing Mineral Aggregate, 4,300 cu. yds. @ $0.90	3,870.00
7.	Hauling Mineral Aggregate, 7,800 yd. mile @ $0.20	1,560.00
8.	Asphalt in Place, 290 tons @ $26.00	7,540.00
		$13,370.00

Unit No. 3 (Type B1)

9.	Preparation of Base Macadam, 10.2 miles @ $150.00	1,530.00
10.	Placing Mineral Aggregate, 6,250 cu. yds. @ $1.00	6,250.00
11.	Hauling Mineral Aggregate, 13,700 yd.mi. @ $0.20	2,740.00
12.	Asphalt in Place, 440 tons @ $28.00	12,320.00
		$22,840.00

Unit No. 4 (Type B2)

13.	Preparation of Base Macadam, 15 miles @ $200.00	3,000.00
14.	Sprinkling, 200 M-Gals. @ $4.00	800.00
15.	Placing Mineral Aggregate, 12,700 cu. yds. @ $0.95	12,065.00
16.	Hauling Mineral Aggregate, 25,300 yd. mi. @ $0.20	5,060.00
17.	Asphalt in Place, 860 tons @ $28.00	24,080.00
		$45,005.00

Total	$130,185.00
10% Engr.	13,018.50
TOTAL - -	$143,203.50

93 Resp

February 24, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications for construction of bituminous macadam wearing surface, and five sets of special provisions, for the Keno-Klamath Falls Section, Project No. 35-Reopened.

Under separate cover we are sending five blueprint copies of Sheet #2 of the plans showing the typical cross-section.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. H. Nash/AP

Encls.

Oregon State Highway Department   Project No. 93 (Reopened)

KENO-KLAMATH FALLS SECTION OF THE GREEN SPRINGS HIGHWAY

IN KLAMATH COUNTY

(Estimate with specifications for constructing bituminous macadam wearing surface from Sta. 361+00 to Sta. 574+10. Not as basis for modified agreement.)

Salem, Oregon, February 24, 1930.

Completed Work as Shown by Final Voucher

Final Cost on roadway		$151,537.15
Engineering		7,648.56
Contingencies		11,367.35
	Total	$170,553.06
Federal Aid paid on Roadway		$ 93,914.41
Length of Project		10.978 miles
Cost per mile, roadway		$ 15,535.90
Federal Aid paid per mile, roadway		$ 8,554.78

NEW WORK - ROADWAY (Sta. 361+00 to Sta. 574+10)

Bituminous Macadam Aggregate (Furnished under Contract 1008)

2,800 cu.yds	1 1/2" - 3/4" Matls. in Stock Pile	$ 1.85	$ 5,180.00
560 cu.yds	3/4" - 1/2" " " " "2	2.00	1,120.00
800 cu.yds	1/2" - 1/8" " " " "	2.10	1,680.00

Bituminous Macadam Wearing Surface

4.0 Miles	Preparat' Macadam	50.00	200.00
4,300 cu.yds	Plac' al Aggregate	1.20	5,160.00
7,800 yd.mi.	Haul Aggregate	.40	3,120.00
290 tons	Aspha.	30.00	8,700.00
	Sub-total		$25,160.00
	10% Engr. & Cont.		2,516.00
	Total		$27,676.00

Length of reopened portion   4.029 miles
Cost per mile, new work $6,869.19

Federal aid allowable on new work:

(18,241.02 - 8,584.78) ÷ 18,241.02 = .533871, deficiency

.533871 x $18,659 = $9,961.23 per mile, allowable fiscal year 1930

Total F. A. allowable on reopened portion $9,961.23 x 4.029 = $40,133.79

Federal Aid Requested: $17,222.77 (62.23%)

SUMMARY

Items	Total Estimated Cost	Federal Aid	Length
Reopened Portion			
Old Work (roadway)	$ 62,594.12	$ 34,467.22	4.029
New Work (roadway)	27,676.00	17,222.77	4.029
Sub-total	$ 90,270.12	$ 51,689.99	4.029
Non-reopened portion			
Old Work (roadway)	$107,958.94	$ 59,447.19	6.949
Totals (all work)	$198,229.06	$111,137.18	10.978

PR 93

January 23, 1930.

W. D. Miller Construction Co.,
Klamath Falls, Oregon.

Attention Mr. Hamblet

Gentlemen:

We have your letter of January 23, requesting plans and specifications for the proposed bituminous macadam wearing surface construction work proposed to be done in the vicinity of Klamath Falls.

When Mr. Miller was in our office yesterday, he stated that he would not be interested in that project. However, the plans and specifications will be ready to send out to prospective bidders about February 14, and if you would be interested in receiving a set, you might drop us a line at about that time.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

1320 SOUTH SIXTH ST. TRUCKS FOR HAULING PHONE 78

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE BLOCKS,
LIME, PLASTER, METAL LATH, ROOFING MATERIAL AND EXPLOSIVES
KLAMATH FALLS, OREGON

January 23, 1930

Mr. Roy A. Klein
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

If consistent, would you kindly mail us specifications on the bituminous paving for which bids are to be asked for in the near future on Highways adjacent to Klamath Falls.

Yours respectfully

W. D. MILLER CONSTRUCTION CO

By F. R. Hamblet

FRH OW

CONTRACT #1153, 1191,

PR 144-D Glenada-Douglas Co. Line Gr. 19

1153, 1191

PR1440

October 19, 1932

Pacific Coast Steel Corporation,
Seattle, Washington.

Attention : L. C. Knight.

Gentlemen:

In response to your inquiry of October 16th concerning the Liesch & Tofte contract for the construction of a bridge over the Siltcoos River on the Oregon Coast Highway in Lane County, we wish to advise that this contract was completed and accepted on December 20th, 1930. The bond in connection with this contract was furnished by the Standard Accident Insurance Company for whom A. D. Trunkey, Spalding Bldg., Portland, Oregon, is resident agent.

For your further information we are handing you herewith a copy of Section 2991, Oregon Laws for 1920, which will give you the necessary information in regard to filing claims against contractors on public work in this state.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

Dict. by J. McFarland.

Very truly yours,

STATE HIGHWAY CO[illegible],

By

Secretary.

Dist. by J. McFarland.

#1153
Lane

PR 144B

Sept, 21, 1931

Mr. W. J. Lyons, Manager,
American Surety Company of New York,
860 Yeon Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of Sept, 19th in which you make inquiry concerning the Cochran Construction Co. contract No. 1153 - Glenada-Douglas County Line Section of the Oregon Coast Highway in Lane County.

Please be advised that the total amount paid to date on this contract is $105,679.60 and the retained percentage is $5,288.44. The contract was completed on July 14th, 1931 and it is expected that final payment will be madewithin the next two weeks.

Very truly yours,

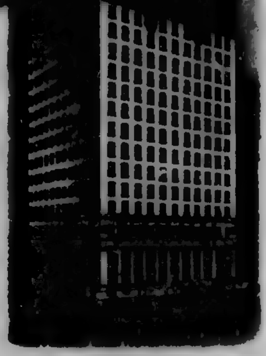
STATE HIGHWAY COMMISSION,

By

Secretary.

Dist. by J. McFarland.

#1153
Lane Co


COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
PRESIDENT
A. F. LAFRENTZ
FIRST VICE PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH   E. C. SAMMONS
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 9438

PORTLAND, ORE.,

September 19th, 1931

RE: 150169-D COCHRAN CONSTRUCTION CO. to STATE OF OREGON
Construction on the Roosevelt Coast Highway in Lane County,
Glenada- Douglas County Line Section 6.36 miles grading

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon

ATTN: Mr. H. B. Glaisyer,
Chief Clerk

Dear Sir:-

We would thank you very kindly to inform us whether or not the above described contract has been completed and accepted by the Oregon State Highway Commission together with the amount paid the contractor and the date of acceptance.

Very truly yours,

W. J. LYONS
MANAGER

Pd. to date $105,679.60
Retained $3,268.44
July 14. 1931

WJL:NC

Form 80—F-20128—5M—1-31

OR N STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

144-D

Date July 12, 1931

Job name Glenada-Douglas Co. Line Sec. Grading

Week from 6th to 12th

Highway Oregon Coast

Mail address Florence, Oregon.

Telegraph or telephone address " "

County Lane Job prefix 20-PK

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed moving slide at station 208.

Job completed now except for some blading work on South end of project.

Party:

Field, remeasured slide station 208.

Office, working on final estimate.

RECEIVED
JUL [illegible] 1931

(See back of this sheet for instructions and detailed information)

Signed E. E. [illegible]

Title Res. Engr.

S. H. Probert
E. A. Collier

GRADING CONSTRUCTION

Total miles of grading in project [illegible].36

Miles completed 6.36

Miles completed except finishing

Total cubic yards in project 240,000

Cubic yards moved to date 252,000

Miles covered by contractor's forces 6.36

Miles cross-sectioned 6.36

Miles cross-sections completed and checked 6.36

Miles to be remeasured --

Number men in Engineering Party 3

Contractor's average force for week 8 *men,*

-- *teams,* 1 Gas ~~*steam*~~ *shovels*

Grading work will be completed about 7/15/31

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20-PK *Percentage* 17
2. 20-PO *Percentage* 78
3. 94-CE *Percentage* 5
4. *Percentage*

E. A. Collier

PR 144 D

FORM 8-A-1 8-10857 3000 8-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

144 D?

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

April
8th
1931

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Attention: H. D. Farmer

Dear Sir:

Mr. Klein has requested that I advise you of the oil rock materials of the Glenada section of the Oregon Coast Highway. I have before me Mr. Collier's letter to you of March 18 in regard to this project.

Inasmuch as there is a possibility that we will use Umpqua gravel which will be shipped in on this section, there would be no object in storing any bituminous macadam materials and, therefore, we will request that you provide sufficient materials for an oiling job and subsequent maintenance materials to the following sizes and amounts per mile:

1½" - 1"	100 cubic yards	
1" - 1/2"	300 " "	
1/2" - 1/8"	250 " "	
	650 " "	per mile

With reference to the width of the surfacing advise that the Glenada section 1.17 miles, Glenada - Douglas Co. line 6.36 miles, Douglas Co. line-Tahkenitch section 4.27 miles and the Tahkenitch-Gardiner Summit 3.17 miles will all permit a 20-ft. surfacing. The Gardiner Summit section 1.95 miles and the Gardiner Grading section 2.72 miles are at the present time too narrow for an 18-ft. surfacing but we will widen it out to permit an 18-ft. surfacing.

Very truly yours,

RHBaldock WT

R. H. Baldock
Assistant State Highway Engineer

Dict. but not read by
RHB. Signed in his absence
by WT.
cc R. A. Klein
S. H. Probert
E. A. Collier

PR1440

October 6, 1930

Liesch & Tofte
Marshfield, Oregon

Dear Sirs:

Your request for an extension of time on contract No. 1191, bridge over Siltcoos River on the Roosevelt Coast Highway, was considered at the meeting of the State Highway Commission on September 25, 1930 and the following action was taken:

"Liesch & Tofte, contract No. 1191, bridge over Siltcoos River, Roosevelt Coast Highway, Lane County, requested an extension of time to November 15, 1930. The Engineer recommended that the extension be granted without penalty. Recommendation approved by Commission."

Very truly yours

State Highway Commission

Secretary

PW

FA 144 D

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

SEP
OREGON
STATE HIGHWAY COMMISSION

In reply please
refer to File No. Ore.F.A.P. 144-D

Post Office Building
Portland, Oregon.

~~Aug. 22, 1930.~~

SEP 2 1930

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By Caufield
[illegible] J. Caufield
Highway Engineer

P.S. An approved copy of the estimate dated May 12, 1930, which has been used as the basis of the project agreement, is also enclosed.

Two

Axpr 7265

Form P. R. 2

State Oregon

Project No. 144, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 7th day of July, 1930

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of October, 1928, a project statement, which was approved by the Secretary on the 14th day of January, 1929, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished ~~for~~ Section D of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 24th day of February 1930, and approved by the Secretary on the 31st day of July, 1930, and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighty-six thousand, nine hundred sixty-nine and 53/100 dollars ($86,969.53) as the share of the United States payable under said act on account ~~of~~ Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ________ of ________
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ________
(State how placed under direct control of Highway Department)

*(c) ________

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 72+20 at the south end of Section B of said project about 1 mile south of Glenada in Sec. 3, T.19 S., R.12 W., and survey station 407+82 at the Lane-Douglas Counties Line in the west ½ of Sec. 4, T.20 S., R.12 W., W. M., terminal points, a distance of 6.356 miles, known locally as F.A.H.S. Route 2, Roosevelt Coast Highway, between Coos Bay and Hebo, Lane County, being Section D of Oregon Federal Aid Project No. 144, consisting of 6.324 miles of roadway, and one bridge of more than 20 ft. clear span, 0.032 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(c) No payment of Federal Aid shall be made on said project until the Highway Department has established a free ferry across the Siuslaw River between Florence and Glenada, at the north end of Section D of said Project No. 144.

(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $112,337.50, Federal Aid $69,907.62; bridge, approved estimate $27,417.50; Federal Aid $17,061.91.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of eighty-six thousand, nine hundred sixty-nine and 53/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-nine thousand, seven hundred fifty-five and 00/100 dollars, the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the

terms hereof, to [illegible]

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said

State to receive public funds of the ______ of ______
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time

draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said

State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor

by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing fund and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN

*(b) By the ....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 31st day of July, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

[SEAL]

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5519

CMS

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 72+20 at the south end of Section D of said project about 1 mile south of Glenada in Sec. 3, T.19 S., R.12 W., and survey station 407+82 at the Lane-Douglas Counties Line in the west ½ of Sec. 4, T.20 S., R.12 W., W.M. locally known as F.A.H.S. Route 2, Roosevelt Coast Highway, between Coos Bay and Hebo, Lane County, and designated in the records of this Department as Section D of Project No. 144, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $139,755.00 as the total estimated cost of Section D of said project, and the sum of $86,969.53 as the share of the United States, payable under said acts on account of Section D of such project, which does not exceed the authorized Federal pro rata share ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 31st day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

CITY HOMES
SUB DIVISIONS

119/cr.
14.9-2

PR1440

August 20, 1930

Liesch & Tofte,
Florence, Oregon.

Attention: O. J. Tofte.

Gentlemen:

Receipt is acknowledged of your letter of yesterday in which you make application for extension of time on your [illegible] for the construction of the Sutton Creek and Siltcoos River Bridges.

Please be advised that before your application for further extension of time on these contracts can be accepted and acted upon by the State Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with the contracts. Kindly furnish us with the consent of surety at your early convenience.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

COMMERCIAL AND
PUBLIC BUILDINGS

B. F. LIESCH & Tofte
BUILDER AND CONTRACTOR
543 WEST CENTRAL AVENUE
PHONE 395
MARSHFIELD, OREGON

August 26th.1930.

Roy A. Klein, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Now answering your recent letter in reply to our request for an extension of time on SiltCoos Bridge No. 982 and Sutton Creek Brdige No. 1494, I amenclosing hesewith the consent of our surety to this extension.

It is this consent that you asked for.

Trusting this is entirely in conformity to your letter, I am,

Yours truly,

Liesch & Tofte,
By B F Liesch

BFL

#1153
~~[illegible]~~K
PR144D

July 2, 1930

Swift & Company,
North Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of inquiry of July 1st concerning Cochran Construction Company.

Please be advised that the above contractors have state Highway contract No. 1153 which is known as the Glenada-Douglas County Line Section of the Roosevelt Coast Highway in Lane County. This contract consists of 6.36 miles of grading. The amount of the contract is $102,125.00 and the amount of the bond is $51,062.50. The bond was furnished by the American Surety Company of New York for whom the Peninsula Security Company, 106 So. Jersey Street, Portland, Oregon, are the resident agents. The completion date of the contract is February 28th, 1931.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

Oregon

July 1, 1930

State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Cochran Construction Co.,
Westlake, Ore.

We understand the above has a contract for roadwork on the Roosevelt Highway south of Florence, and as they intend making purchases of supplies from us will appreciate your advising us details of contract.

Thanking you, we are

Yours respectfully,
SWIFT & COMPANY

AM
Credit Dept.
Enc.

RECEIVED
JUL 2 1930
OREGON
STATE HIGHWAY COMMISSION

PR144D

June 12, 1930

Mr. George W. Evans
Custodian T. W. M. Co.
Florence, Oregon

Dear Sir:

Replying to your letter of the 11th instant wish to say that the two contracts to which you refer are State Highway contracts #1191 and #1192 awarded to Liesch & Tofte by the State Highway Commission on April 30, 1930. Contract #1191 is for the construction of a bridge over the Siltcoos River on the Roosevelt Coast Highway in Lane County. Contract #1192 is for the construction of a bridge over Sutton Creek on the Roosevelt Coast Highway in Lane County.

In connection with each of these contracts the contractor furnished a surety bond for the protection of claims for the satisfactory completion of the project. Each of the bonds was written by the Standard Accident Insurance Company for whom A. D. Trunkey is local agent with offices in the Spalding Building, Portland.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

FLORENCE.OREGON.

6-II-I930.

RECEIVED
JUN 12 1930
OREGON

ANSWERED
H. B. G.

Oregon State Highway Com.
Salem.Oregon.

Gentlemen:
I Have your letter of june IOth, and I thank you for the advice, But there appeares to be something wrong in thismatter,

The people that I have reference tox clame to have the contract for the two concrete bridges that is now under construction, one atSuttin Creek,north of Florence,and one at Westlake south of Florence. XXXXX

Please give me the correct name of these contractors on the above named Bridges, also their Bonding company and Agent.

and I thank you for the information,

Very truly yours, Geo. W. Evans.
Custodian T.W.M.Co.

1191
1192

Herewith for your records and files are two executed copies of contracts recently awarded to you by the Highway Commission, as follows

Contract no. 1191 for the construction of a bridge over Siltcoos River on the Roosevelt Coast Highway near Florence in Lane County.

Contract no. 1192 for the construction of a bridge over Sutton Creek on the Roosevelt Coast Highway near Florence in Lane County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Encls

PK 144-D

May 28, 1930

Liesch & Tufts
543 Central Avenue
Marshfield, Oregon

Gentlemen:

Herewith for your records and files are two executed copies of contracts recently awarded to you by the Highway Commission, as follows:

Contract no. 1191 for the construction of a bridge over Siltcoos River on the Roosevelt Coast Highway near Florence in Lane County.

Contract no. 1192 for the construction of a bridge over Sutton Creek on the Roosevelt Coast Highway near Florence in Lane County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Encls

1191

PR 1440

May 20, 1930

Lampling & Co.,
Spalding Building,
Portland, Oregon.

Gentlemen:

At the request of Liesch & Tofte contractors, we are sending to you today, by express, four copies of each of the following contracts which were awarded to Liesch and Tofte by the State Highway Commission, Contract No. 1191 for the construction of a bridge over the Siltcoose River on the Roosevelt Coast Highway near Florence and Contract No. 1192 for the construction of a bridge over the Sutton Creek also on the Roosevelt Coast Highway near Florence. These are forwarded to you to write the bonds. When this has been done return all copies of both contracts to this office for execution on the part of the State Highway Commission. Following this a copy of the contract will be mailed to the contractor, and you as surety on the bond in accordance with our usual practice.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
cc Liesch & Tofte
543 Central Avenue
Marshfield, Oregon

COMMERCIAL AND
PUBLIC BUILDINGS

B. F. LIESCH & Tofte
BUILDER AND CONTRACTOR
543 WEST CENTRAL AVENUE
PHONE 395
MARSHFIELD, OREGON

May 17th, 1930.

RECEIVED
MAY 20 1930
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

I am sending you by express prepaid today, 4 sets of the Sutton Creek Bridge contract, and 4 sets of the Siltcoos Bridge Contract.

All eight instruments are properly signed by Liesch & Tofte, Contractors, as per you recent letter. Lamping & Co., general agents, Spalding building, Portland, Ore. will execute the bond on same.

As soon as convenient please return to me one copy of each contract.

Yours truly,

BFL/HE

Liesch & Tofte

By

B. F. Liesch

NOTED
[illegible]

PR-144D

May 13, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir;

We are enclosing herewith six copies of estimate as basis for project agreement covering the Glenada-Douglas County Line Section, Project No. 144-D. This estimate has been revised to include the Siltcoos River Bridge.

We are also returning herewith the three copies of the proposed project agreement covering this project. These copies have not been signed by the Highway Commission for the reason that it is our understanding that you would prefer to have them rewritten to include the Siltcoos Bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosures.

Oregon State Highway Department

Project No. 144-D

GLENADA-DOUGLAS COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 12, 1930.

All Required	Clearing and Grubbing		
240,000 cu.yds	Excav. Single Classif.		$26,000.00
310,000 yd.sta.	Overhaul	.25	60,000.00
12,000 yd.mi.	Truck Haul	.02	6,200.00
1,500 lin.ft	12" Concrete Pipe	.20	2,400.00
1,300 lin.ft	18" Concrete Pipe	1.10	1,650.00
320 lin.ft	24" Concrete Pipe	2.20	2,860.00
250 lin.ft	36" Concrete Pipe	3.25	1,040.00
1,000 lin.ft	6" Porous Drain Tile	6.50	1,625.00
		.35	350.00
	Sub-total		$102,125.00
	10% E. & C.		10,212.50
	Total		$112,337.50

Siltcoos River Bridge

500 cu.yds	Excavation		
50 cu.yds	Excavation below plans	7.00	$ 3,500.00
1,600 lin.ft	Foundation Piling	10.00	500.00
50 cu.yds	Seal Concrete	.50	800.00
390 cu.yds	Cl. "A" Concrete	22.00	1,100.00
160 cu.yds	Cl. "D" Concrete	24.00	9,360.00
90,000 lbs	Metal Reinforcement	24.00	3,840.00
355 lin.ft	Concrete Handrail	.045	4,050.00
		5.00	1,775.00
	Sub-total		$24,925.00
	10% Engr. & Cont.		2,492.50
	Total		$27,417.50

Length of Project, including Br.	6.356 miles
Length of Siltcoos Br. 172 ft.	.032 miles
Length of Project, excluding Br.	6.324 miles
Cost per mile, roadway	$17,763.67

SUMMARY

Item	Total Cost	Federal Aid Requested	State Funds Available
Roadway	$112,337.50	$69,907.62 (62.23%)	$42,429.88
Siltcoos Br.	27,417.50	17,061.91 (62.23%)	10,355.59
	$139,755.00	$86,969.53	$52,785.47

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maintenance - Chapter 41, Laws 1927.

Form 39—D14454—2500—11-29

FA 144E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 10, 19 30

Job name Glenada Section

Grading

Week from 5th *to* 11th

Mail address Florence, Oregon.

Highway Roosevelt Coast

Telegraph or telephone address " "

County Lane *Job prefix* 20FJ

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has completed work except for blading.

Party-

Set finishing stakes 1200 feet.

NOTED
E. A. COLLI.

(See back of this sheet for instructions and detailed information.)

Signed E. E. Humphlett

Title Res. Engr.

PR 144-D

GRADING CONS ON

Total miles of grading in project 1.2

Miles completed --

Miles completed except finishing 1.2

Total cubic yards in project 44,000

Cubic yards moved to date 41,000

Miles covered by contractor's forces 1.2

Miles cross-sectioned 1.2

Miles cross-sections completed and checked 1.2

Miles to be remeasured --

Number men in Engineering Party 5

Contractor's average force for week 8 *men,*

1 *teams,* 2 Tractors ~~*trucks*~~

Grading work will be completed about May 15, 1930

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20PJ *Percentage* 17
2. 20PK *Percentage* 30
3. 20PM *Percentage* 53
4. *Percentage*

PR 144-D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

April 28, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Oregon F.A.P. No. 144-D

Dear Sir:-

We are forwarding herewith three copies of proposed project agreement for signature and return to this office.

A special clause has been included in the project agreement, which provides that no Federal aid will be paid until free ferry between Florence and Glenada is provided, this section being subject to such a condition in the Secretary's approval of the project statement. Information regarding probable date the free ferry will be in operation should be submitted when available.

Very truly yours,

W. H. LYNCH
District Engineer

By A H Benedict
A. H. Benedict
Asst. Highway Engineer.

Encls.

ll 144 D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

Apr. 26, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are today recommending approval of the Siltcoos River Bridge, F.A.P. No. 144-Sec. D. The revised estimate for the grading was recently submitted, and has been forwarded; however, we are suggesting to our Regional Office that the preparation of the project agreement be withheld until an estimate revised to include the bridge is received. This would enable both the grading and structure to be placed under the original agreement and do away with the necessity of modifying.

Will you please send in the revised estimate based on contract prices for both the grading and structure at your early convenience.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

RR-144D

April 19, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans for the Siltcoos River Bridge on the Roosevelt Coast Highway, Project No. 144-D.

Plans for this work have been previously sent to you by our Bridge Department.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Oregon State Highway Department

Project No. 144-B

SILTCOOS RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN LANE COUNTY

Salem, Oregon, April 19, 1930.

(Estimate with plans. Not as basis for project Agreement.)

500 cu.yds	Excavation	$ 2.00	$ 1,000.00
50 cu.yds	Excavation below plans	5.00	250.00
1,600 lin.ft	Foundation Piling	.60	960.00
50 cu.yds	Seal Concrete	18.00	900.00
390 cu.yds	Cl. "A" Concrete	26.00	10,140.00
160 cu.yds	Cl. "D" Concrete	26.00	4,160.00
90,000 lbs	Metal Reinforcement	.06	5,400.00
355 lin.ft	Concrete Handrail	5.00	1,775.00
	Sub-total		$ 24,585.00
	10 % Engr. & Cont.		2,458.50
	Total		$ 26,043.50

Length of Structure - 172 feet. 0.032 miles

State Funds Available	$ 9,836.63
Federal Aid Requested	16,206.87
	$ 26,043.50

PR144D

April 18, 1930

Union Oil Company of California
604-21 Yeon Building
Portland, Oregon

Gentlemen:

Replying to your inquiry of the 16th instant concerning the contract awarded to the Cochran Construction Company near Glenada, wish to say that this is State Highway Contract no. 1155 and covers the grading of the Glenada-Douglas County Line Section of the Roosevelt Coast Highway, being 6.4 miles in length.

The amount of the contract is $102,125.00. The amount of the bond is $51,062.50. The bond was written by the American Surety Company of New York, for whom the Peninsula Surety Company is local agent, with offices at 106 S. Jersey Street in Portland. The specified date of completion is February 28, 1931.

The Cochran Construction Company is the original bidder for this work, the contract having been awarded to them by the State Highway Commission on February 27, 1930.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

IN REPLY GIVE No.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

602-621 YEON BUILDING
Portland, Oregon

April 16, 1930

State Highway Department,
Salem, Oregon.

RE: Couchran Construction Co.
Bonded Job

Gentlemen:

We have been advised that the Couchran Construction Company was awarded a contract on the Oregon State Highway to build six miles of road south of Glenada, Oregon.

We wish to determine the facts concerning this particular job. Does the Couchran Construction Company hold the original contract, or are they sub-contractors? We wish to determine the description of the job, the approximate amount of same, the name of the bonding company, and the amount of the bond. Also the approximate date of completion.

For your convenience we are enclosing a self addressed stamped envelope, asking that we might be favored with a prompt reply. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

C L Josteven

District Manager

LJ FM
enc.

Contract No. 1153 - Glenada-Douglas Co. Line Section of the Roosevelt-Coast Highway in Lane County - 6.36 Miles of Grading - is in amount $102,125.00 Completion date is Feb, 28, 1931 - Above contractrs are orignal ones. Surety is:- American Surety Co. of New York, W. A. King, Atty-in-Fact. Portland.

ORE
TATE HIGHWAY

ANSWERED
H. B. G.

144 D

April 11th, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Enclosed herewith are six copies of estimate as basis for project agreement covering the Glendale - Douglas County Line Section, Project No. 144 D.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash : TP
Enc.

Oregon State Highway Department   Project No. 144-D.

GLENADA-DOUGLAS COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 8, 1930.

All Required	Clearing and Grubbing		$26,100.00
240,000 cu.yds	Excav. Single Classif.	.25	60,000.00
310,000 yd.sta.	Overhaul	.02	6,200.00
12,000 yd.mi.	Truck Haul	.20	2,400.00
1,500 lin.ft	12" Concrete Pipe	1.10	1,650.00
1,300 lin.ft	18" " "	2.20	2,860.00
320 lin.ft	24" " "	3.25	1,040.00
250 lin.ft	36" " "	6.50	1,625.00
1,000 lin.ft	6" Porous Drain Tile	.25	250.00
	Sub-total		$ 102,125.00
	10% Engr. & Cont.		10,212.50
	Total		$ 112,337.50

Length of Project, Gross	6.356 miles
1 Br. (non participating) 170 ft.	.032 miles
Length of Project, Net	6.324 miles
Cost per Mile	$17,763.67

State Funds Available	$42,429.88
Federal Aid Requested	69,907.62
	$ 112,337.50

State Funds for Constr. Chap. 173, Laws 1917; Chapter 31, Laws 1920.
State Funds for Maint. Chap. 41, Laws 1927.

PR144D

March 29, 1930

Cochran Construction Company
E. 68th & Ainsworth Sts
Portland, Oregon

Gentlemen:

Herewith, for your records and files, is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Glenada-Doublas County Line Section of the Roosevelt Coast Highway in Lane County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

Form 39—D14454—2500—11-29

OREGON STATE HIGHWAY DEPARTMENT

PR144D

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date March 15, 1930

Job name Glenada-Douglas Co. Line
Grading

Week from 10th to 16th

Mail address Florence, Oregon.

Highway Roosevelt Coast

Telegraph or telephone address " "

County Lane Job prefix 20-PK

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started clearing Thursday on the south side of Woahink Lake. Crew of 36 men working.

Sub-contractor, H. E. Walton, started clearing on first two miles of project with a crew of nine men.

Contractor is preparing to put up camp on the south side of Woahink Lake.

Party-

Field, referenced out curve points and P.O.T's.

Went over line south of Siltcoos Outlet and located springs that will come under fills.

(See back of this sheet for instructions and detailed information.)

Signed

Title Res. Engr.

GRADING CONST UCT

Total miles of grading in project 6.36

Miles completed --

Miles completed except finishing --

Total cubic yards in project 240,000

Cubic yards moved to date --

Miles covered by contractor's forces --

Miles cross-sectioned --

Miles cross-sections completed and checked --

Miles to be remeasured --

Number men in Engineering Party 5

Contractor's average force for week 23 *men,*

-- *teams,* — *steam shovels*

Grading work will be completed about Feb. 28, 1931.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 20-FK *Percentage* 50
2. 20-FJ *Percentage* 50
3. .... *Percentage* ....
4. .... *Percentage* ....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

PR 144D

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Feb. 26, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are today recommending approval of the surfacing for Oregon F.A.P. 144-D, Glenada - Douglas County Line Section of the Roosevelt Coast Highway. Federal aid payments are contingent on final approval by the Chief of Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

PR 144 D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 21, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are today sending to Mr. E. E. Umphlette, Florence, Oregon, the original cross-sections pertaining to Oregon Federal Aid Project No. 144-Section D, the Glenada-Douglas County-Line Section of the Roosevelt Coast Highway.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

144-D

February 17, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate with plans and five sets of special provisions covering the Glenada-Douglas County Line Section.

Under separate cover we are sending two blue print sets of plans and one set of original cross-sections for this project. As soon as you have finished with the cross-sections, will you please send them direct to Mr. E. E. Umphlette, Resident Engineer at Florence, Oregon.

Three additional sets of of the plans will be mailed to you within the next few days.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department Project No. 144-D

GLENADA-DOUGLAS COUNTY LINE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN LANE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 17, 1930.

All Required	Clearing and Grubbing		$ 28,000.00
240,000 cu.yds	Excavation Single Classif.	.40	96,000.00
310,000 yd.sta.	Overhaul	.04	12,400.00
12,000 yd.mi	Truck Haul	.25	3,000.00
1,500 lin.ft	12" Concrete Pipe	1.20	1,800.00
1,300 lin.ft	18" ditto	2.50	3,250.00
320 lin.ft	24" ditto	4.00	1,280.00
250 lin.ft	36" ditto	6.50	1,625.00
1,000 lin.ft	6" Porous Drain Tile	.30	300.00
	Sub-total		$ 147,655.00
	10% Engr. & Cont.		14,765.50
	Total		$ 162,420.50

Total Length	6.356 miles
1 Bridge (nonparticipating) 170'	.032 miles
Total length of project	6.324 miles
Cost per mile	$ 25,683.19

State Funds Available	$ 61,346.23
Federal Aid Requested	101,074.27
	$ 162,420.50

PJ1446
Dec 26
1926

28' Roadbed
Length 7.57 miles

Item	Unit	Unit Price	Mile 1*		Mile 2	
			Quantity	Amount	Quantity	Amount
Clearing and Grubbing	Acres	$200-$600	10.7	$2,140.00	10.7	$2,140.00
Excavation, Single Classification	cu.yds.	.35	39,200.0	13,720.00	10,000.0	3,500.00
Overhaul	yd.sta.	.05	107,600.0	5,380.00	3,100.0	155.00
18" Concrete Pipe	lin.ft.	2.50	460.0	1,150.00	280.0	700.00
24" Concrete Pipe	lin.ft.	4.00	---	---	---	---
30" Concrete Pipe	lin.ft.	5.00	---	---	---	---
36' Concrete Pipe	lin.ft.	6.00	---	---	---	---
Lumber & Timber	M.B.M	60.00	---	---	---	---
Timber Piling	lin.ft.	2.00	---	---	---	---
Net Cost of Grading				$22,390.00		$6,495.00
Plus 10% for Engineering & Contingencies				2,210.00		605.00
Total Estimated Cost of Grading				$24,600.00		$7,100.00

ROOSEVELT COAST HIGHWAY

GLENADA-DOUGLAS COUNTY LINE SECTION

PROJECTED LOCATION ESTIMATE

e 2		Mile 3		Mile 4		Mile 5		Mile 6		
y	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantit
7	$2,140.00	10.7	$2,140.00	11.8	$2,950.00	12.2	$3,050.00	12.5	$3,125.00	13.
0	3,500.00	28,600.0	10,010.00	45,300.0	15,855.00	28,700.0	10,045.00	41,300.0	14,455.00	64,400.
0	155.00	32,300.0	1,615.00	52,800.0	2,640.00	44,300.0	2,215.00	55,800.0	2,790.00	70,900.
0	700.00	260.0	650.00	390.0	975.00	370.0	925.00	320.0	800.00	790.
	---	---	---	70.0	280.00	140.0	560.00	---	---	---
	---	200.0	1,000.00	---	---	---	---	---	---	---
	---	---	---	---	---	50.0	300.00	---	---	---
	---	---	---	---	---	---	---	---	---	26.
	---	---	---	---	---	---	---	---	---	400.
	$6,495.00		$15,415.00		$22,700.00		$17,095.00		$21,170.00	
	605.00		1,585.00		2,300.00		1,705.00		2,130.00	
	$7,100.00		$17,000.00		$25,000.00		$18,800.00		$23,300.00	

*Mile 1 = 0.80 miles
Mile 7 Does not include 100' span
Does [illegible] include approaches
Mile 8 = 0.77 miles

PR 144 D

December 26, 1928

	Mile 6		Mile 7*		Mile 8*		Totals	
ount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
50.00	12.5	$3,125.00	13.5	$8,100.00	11.3	$6,780.00	93.4	$30,425.00
45.00	41,300.0	14,455.00	64,400.0	22,540.00	32,000.0	11,200.00	289,500.0	101,325.00
5.00	55,800.0	2,790.00	70,900.0	3,545.00	26,300.0	1,315.00	393,100.0	19,655.00
25.00	320.0	800.00	790.0	1,975.00	650.0	1,625.00	3,520.0	8,800.00
0.00	---	---	---	---	---	---	210.0	840.00
---	---	---	---	---	---	---	200.0	1,000.00
00.00	---	---	---	---	---	---	50.0	300.00
---	---	---	26.8	1,608.00	---	---	26.8	1,608.00
---	---	---	400.0	800.00	---	---	400.0	800.00
95.00		$21,170.00		$38,568.00		$20,920.00		$164,753.00
05.00		2,130.00		3,832.00		2,080.00		16,447.00
00.00		$23,300.00		$42,400.00		$23,000.00		$181,200.00

Revised

6.4 miles length

$154.000

75

229

1,2

35

Whoahink Lake	15000
Whoahink outlet	25.000
Siltcoos outlet	35.000
3 Bridges	75.000

CONTRACT# 1154,

SEE:

CONTRACT# 1085,

CONTRACT# 1156,
SEE:

CONTRACT#1120,

1156 [illegible]: Contract 1126 54

CONTRACT#1157,
1219,

PR 115-E Bridge over Necanicum River 1930

1157, 1219, [redacted]

FORM 2-P-1 2168 500 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR115E

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. D. CLARKE, DIVISION ENGINEER
SALEM

April 14, 1932

PR# 115 E

Mr. S. H. Probert
Office

File 4 PL-1

Dear Sir:

In reply to your request of September 25, 1931, for a statement regarding the overrun on the R. L. Houck contract #1219, for construction of the Necanicum and Wahanna Creek Bridge approach embankments.

If you will refer to the cost records on this job, you will note that two transfers have been made from this project in the total amount of $20,417.65 which, taken from the total amount of the final estimate on the contract - namely, $32,184.80 - leaves a balance chargeable to the original contract project of $11,767.15. Since the original contract amount based on the preliminary estimate of quantities was $10,830.00, the overrun on the original project is only $937.15, or 8.65%, which in itself scarcely necessitates special explanation.

However, in explanation of the actual overrun of the final estimate and the transfers which have been made to reduce the amount charged on the cost books against the original project, I may say that a large slide occurred on the project and that the excess material from that slide was used outside the original project for widening the roadbed south of Seaside and for constructing rock shoulders along the pavement north of Seaside. This work was done under minor betterment order 4 MN 507 of 1931 for the roadbed widening south of Seaside, and under major betterment order 4 GH of 1931 for the shoulder construction north of Seaside, the two transfers above referred to being in the amount of $1,224.85 to 4 MN 507, and $19,192.80 to 4 GH.

In the case of 4 MN 507, the transfer covers both the excavation and haul costs, while in the case of 4 GH the transfer covers only the cost of haul. I do not know why this difference was made in the two transfers. It was my original idea that there should be transferred to the betterment orders only the cost of haul, on the theory that that was the only cost in connection with the betterment job which would not have had to be paid on the original Houck contract anyway, since the slide would have had to be removed under that contract even if the roadbed widening and shoulder construction had not been done and the material had simply been wasted within the free haul limit on the original project.

I do not think, however, that there is anything particularly unfair in charging the excavation cost to the roadbed widening project since that source for the material was as cheap as any that could have been used if the widening had been done as an independent project at another time. I think, however, it is better that excavation cost is not charged against the shoulder construction, as the haul cost was rather excessive and it might have been possible to have constructed the rock shoulders as an independent job at another time, at a price less than the combined cost of excavation and haul. With only the haul charged against the job, the entire cost was probably no greater, and possibly less, than the work could have been done with material from some other source and, as stated above, it is not unfair to the contract job to require it to stand the entire cost of excavation.

I, therefore, do not suggest any change in the transfers which have been made, but believe they should be allowed to stand.

Very truly yours

WD Clarke

W. D. Clarke

WDC:EF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

March 5, 1932

R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 7 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

The statement of the cost of the structure based on low bid prices, accompanying the final voucher for Oregon F.A.P. No. 115-E, submitted in the amount of $326.56, is in error. As submitted, the cost of the structure based on the second low bid is less than the low bid.

The low bid statement shows the unit price for excavation as $6.00 per Cu.Yd. and for foundation piling as $0.50 per Lin. Ft. These should be $4.00 and $0.65. Using the correct unit prices, the cost of the structure based on the low bid becomes $14,020.17. This is less than the cost of the structure based on the second low bid, and is the amount upon which Federal Aid can be paid.

The voucher has been corrected accordingly and is being recommended for payment in the amount of $209.10.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

115-E

February 17, 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith for correction four copies of the final vouchers submitted for Oregon Federal Aid Projects Nos. 115-D and 115-E, in the amounts of $1,996.78 and $398.53, respectively.

On the statement showing the proration of field engineering expenses incurred on the grading work under Contract 1219, the final cost of the Wahanna Bridge Approaches is shown as $2,615.40. This should be $2,465.40. This will reduce the amount of engineering upon which Federal Aid can be claimed.

The final estimates to the contractor show cement corrections of $310.24 and $116.96, which are subtracted from the amounts payable to the contractor. These items should be shown on their respective vouchers, or the reason for their omission should be stated.

Please return the copies of the vouchers and supporting data upon which our check marks appear.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

letter of [illegible] final voucher
see 115 D

#1157
4PL

PR 115E

October 30, 1930

Standard Accident Insurance Company,
A. D. Trunkey, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1157 for the construction of a bridge over Necanicum River on the Roosevelt Coast Highway in Clatsop County has been completed by the contractor, F. L. Odom, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 8th, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred by the above contractor and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with the above contract will be $14,163.69 including the final payment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR115E

September 18, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of substitute estimate for vouchering covering the grading of the approaches for the Necanicum River Bridge, Project No. 115-E. You will recall that the contract covering this work also includes work under Project No. 115-D and some work which is outside the limits of either project. We have computed the amount bid for the item of clearing and grubbing by pro-rating the lengths of roadway on each of the units involved. For your convenience in checking the estimate, the lengths which we have used are as follows:

Total length of grading project (excluding bridges) .694 miles
Total length of roadway approaches, Wahanna Creek
Bridge.. .041 miles
Length of approaches, Necanicum River Bridge...... .272 miles

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
Encl.

Oregon State Highway Department   Project No. 118-B

NECANICUM RIVER BRIDGE SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Substitute Estimate for vouchering. Based on contract prices)

Salem, Oregon, Sept. 17, 1930.

Structure

250 cu. yds.	Excavation	$5.00	2nd low bid	$1,250.00
25 " "	" below plans	8.00	" " "	200.00
1,000 lin. ft.	Foundation Piling	.70	" " "	700.00
290 cu. yds.	Class "A" Concrete	19.00	" " "	5,510.00
130 cu. yds.	Class "D" Concrete	19.00	" " "	2,470.00
76,000 lbs.	Metal Reinforcement	.044	" " "	3,344.00
352 lin. ft.	Concrete Handrail	4.50	" " "	1,584.00
				$15,058.00
	Lump Sum Reduction as per contract			179.00
				$14,879.00

Roadway Approaches

All Required	Clearing and Grubbing		Low bid	136.82
17,000 cu. yds.	Class "B" Excavation	.20	" "	3,400.00
2,000 cu. yds.	Class "A" Excavation	.75	" "	1,500.00
4,500 yd. sta.	Overhaul	.03	" "	135.00
8,000 yd. mi.	Truck Haul	.15	" "	1,200.00
				$ 6,371.82
	Sub-total			$21,250.82
	10% Engr. and Cont.			2,125.08
	Total			$23,375.90

Length of Structure 172 feet.
Length of Roadway Apprs. 1428 feet.
Total 1600 feet. 0.303 miles.

State funds for construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
State funds for maintenance: Chapter 41, Laws 1927.

PR 115-E

August 25, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying grading specifications and five copies of the bid proposal covering the grading of the approaches of the Necanicum River Bridge, Project No. 115-E. The plans for this work were previously submitted to you.

Very truly yours,
ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er

encl.

Oregon State Highway Department   Project No. 118-E

NECANICUM RIVER BRIDGE SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Estimate with grading specifications. Not as basis for modified agreement.)

Salem, Oregon, Aug. 25, 1930.

Structure

288 cu. yds.	Excavation	$5.00	$1,440.00
25	" below plans	8.00	200.00
1,000 lin. ft.	Foundation Piling	0.70	700.00
280 cu. yds.	Class "A" Concrete	19.00	5,320.00
130 cu. yds.	Class "D" Concrete	19.00	2,470.00
76,000 lbs.	Metal Reinforcement	.044	3,344.00
352 lin. ft.	Concrete Handrail	4.50	1,584.00
			15,058.00
	Lump Sum Reduction as per contract		179.00
			$14,879.00

Roadway Approaches

All Required	Clearing and Grubbing		150.00
17,000 cu. yds.	Class "B" Excavation	0.50	8,500.00
2,000 cu. yds.	Class "A" Excavation	1.00	2,000.00
4,500 yd. sta.	Overhaul	0.03	135.00
8,000 yd. mi.	Truck Haul	0.18	1,440.00
			12,225.00
	Sub-total		$ 27,104.00
	10% Engr. & Cont.		2,710.40
			$ 29,814.40

Length of structure Project	172 feet	
Length of Roadway Approaches	1428 feet	
Total Length	1600 feet	0.303 miles

State Funds Available	$11,260.90
Federal Aid Requested	18,553.50
	$29,814.40

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. 115-E ✓

Post Office Building
Portland, Oregon.

Aug.11, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCanfield
L. J. Canfield
Highway Engineer.

Encl.

Jm

RECEIVED
MAY 20 1930
OREGON
STATE HIGHWAY [illegible]

Avpr 7123

Form P. R. 2

State **Oregon**

Project No. **115, Section B**

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of May, 1930 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of July, 1927, a project statement, which was approved by the Secretary on the 30th day of August, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of February 1930, and approved by the Secretary on the 24th day of July, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, two hundred eighty-five and 36/100 dollars ($20,285.36) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 11, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) ----------

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge over the Necanicum River between survey stations 125/00 in Sec. 33, T 6 N, R 10 W., W.M., and 141/00 in Sec. 4, T 5 N, R 10 W, W.M., on the Roosevelt Coast Highway between Nehe and Astoria, Clatsop County, being Section E of Oregon Federal Aid project No. 115, consisting of one bridge of more than 20 ft. clear span and approaches, 0.303 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that when traffic conditions require it will use every means at its command to place or to have placed upon the roadway approaches included in this project such surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section I of said project shall not in any event exceed the sum of twenty thousand, two hundred eighty-five and 36/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-two thousand, eight hundred ninety-nine and 90/100 dollars, the approved total estimated cost of Section I of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

.... (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the .... (State or county) of .... (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.** (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....

(Include reference to statute authorizing funds, probable amount annually available and how will be placed under direct control of Highway Department)

....

STRICKEN OUT

*(*b*) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....

(Include reference to statute authorizing funds and probable amount annually available)

....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of July, 1930.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

R. W. Dunlap
ACTING *Secretary of Agriculture.*

CWB

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a [illegible] **bridge over the Necanicum River between survey station 125/00 in Sec. 33, T 6 N. R 10 W., W.M., and survey station 141/00 in Sec. 4, T 5 N. R 10 W., W.M., on the Roosevelt Coast Highway between Hebo and Astoria, Clatsop County,** [illegible] and designated in the records of this Department as **Section E of** Project No. **115**, State of **Oregon**.

Second. That in accordance with said provisions I have approved the sum of **$32,899.90** as the total estimated cost of **Section E of** said project, and the sum of **$20,285.36** as the share of the United States, payable under said acts on account of **Section E of** such project, which does not exceed **the / authorized Federal pro rata share** [illegible]t of said total estimated cost.

Done at the city of Washington, this 24th day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

PR 115E

D.M. FERRY, JR., President
J.S. HEATON, Vice-President & Treasurer
CHARLES C. BOWEN, Vice-President & Secretary
J.H. THOM, Vice-President
KENNEDY R. OWEN, Vice-President

INCORPORATED 1884

SON J. SCHOFIELD, Vice-President
M. BOWEN, Vice-President & Asst Treasurer
EUGENE F. HORD, Vice-President
F.S. BROWN, Vice-President

Standard
Accident Insurance Company
DETROIT, MICHIGAN

CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & COMPANY, INC.
GENERAL AGENTS
818 SPALDING BLDG.
PORTLAND, OREGON

RECEIVED
AUG 6 1930
OREG
HIGHWAY

August 5, 1930

State Highway Commission
Salem
Oregon

Gentlemen:

We enclose herewith status report which we would appreciate having completed in connection with the contract of Foster L. Odom for the construction of a bridge over Necanicum River, three miles South of Seaside, Oregon.

Thanking you for your early consideration, we are,

Yours very truly,
LAMPING & COMPANY, INC.
By Baird

Jul [illegible]

earned 13,301.82
ret % 1,115.92
pd 12,185.90

85% complete

Contract price 14,789.–

P.R. 115-E

May 2, 1930.

Mr. W. E. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Necanicum River Bridge Section, Project No. 115-E.

This estimate has been revised in accordance with your letter of April 22, which stated that when the Poole Overcrossing Structure is deducted from the contract, that F. L. Odom, the low bidder, becomes second low. We have accordingly used the bid of the Clackamas Construction Company in computing the federal aid requested. For your information we are showing herewith the method used in prorating the lump sum reduction.

Clackamas Construction Co.

	Necanicum Br.	Wahanna Br.	Poole O'xing
Gross Bid	$15,404.00	$29,645.00	$ 2,215.00
Lump Sum Red'n	800.00	541.30	58.70
Net Amt. of Bid	$14,604.00	$29,103.70	$ 2,156.30

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. W. Nash/AP
Enclosure

Oregon State Highway Department

Project No. 115-B

NECANICUM RIVER BRIDGE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on 2nd low bid prices for structure and estimated costs for roadway approaches.)

Salem, Oregon, April 30, 1930.

Structure

250 cu.yds	Excavation	$5.00	2d low bid	$1,250.00
25 cu.yds	Excav. below plans	8.00	"	200.00
1,000 lin.ft	Foundation Piling	.70	"	700.00
290 cu.yds	Cl. "A" Concrete	19.00	"	5,510.00
130 cu.yds	Cl. "D" Concrete	19.00	"	2,470.00
76,000 lbs	Metal Reinf.	.044	"	3,344.00
352 lin.ft	Conc. Handrail	4.50	"	1,584.00
		Sub-total		$15,058.00
		Lump Sum Red'n, as per contract		179.00
		Sub-total		$14,879.00

Roadway Approaches

All Required	Clearing & Grubbing		Est.	$ 250.00
17,000 cu.yds	Common Excav.	.60	"	10,200.00
2,000 cu.yds	Solid Rock Excav.	1.00	"	2,000.00
4,500 yd.sta	Overhaul	.04	"	180.00
8,000 yd.mi.	Truck Haul	.30	"	2,400.00
		Sub-total (Apprs)		$15,030.00
		Sub-total		$29,909.00
		10% Engr. & Cont.		2,990.90
		Total		$32,899.90

Length of Structure 172 ft.
Length of Rdway Apprs 1428 ft.

Total 1600 ft. 0.303 miles

State Funds Available	$12,614.54	
Federal Aid Requested	20,285.36	(61.6578+%)
	$32,899.90	

PR-115-E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

April 22, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

RECEIVED
APR 23 1930
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

We are returning herewith five copies of contract price estimate for Oregon F.A.P. No. 115-E which, according to our records, is the Necanicum River bridge on the Roosevelt Coast Highway in Clatsop County. The quantities in the attached estimate are for the bridge and approaches mentioned, but the lengths appear to be those for the Wahannah Creek Bridge at Seaside, Oregon F.A.P. No. 115-D. It is requested that the necessary correction for the length be made made and the estimates returned. At the same time the statement in parenthesis at the heading of the estimate should show — "Second Low Bid Prices". This request is made for the following reason:

When the Poole Overcrossing structure is deducted from the contract for that and the Wahannah Creek Bridge, and the $600 reduction pro rated according to the amounts involved for each structure, the Clackamas Construction Company become the low bidders for both the Necanicum and Wahannah structures. We will, accordingly, base our participation on the Clackamas Construction Company's bid. This will necessitate a correction in the percentage of Federal aid allowed.

As Oregon Federal Aid Projects 115-D and E are so interwoven, it will be appreciated if you will forward project agreement estimates for both at the same time.

Very truly yours,

W. H. Lynch
W. H. LYNCH
District Engineer.

Encls.

Revised estimates for 115 E and 115 D sent Bureau 5/2/30 JRO

PR-115-E

April 11th, 1930

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis of project agreement covering the Necanicum River Bridge Section, Project No. 115 E.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dicta by J. W. Nash ; TP
Enc.

Superseded

Oregon State Highway Department Project No. 118-B

NECANICUM RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices for structure and estimated costs for roadway approaches.)

Salem, Oregon, April 8, 1930.

Structure:

250 cu.yds	Excavation	$ 5.00	Low Bid	$ 1,250.00
25 cu.yds	Excavation below plans	8.00	"	200.00
1,000 lin.ft	Foundation Piling	.70	"	700.00
290 cu.yds	Cl. "A" Concrete	19.00	"	5,510.00
130 cu.yds	Cl. "D" Concrete	19.00	"	2,470.00
76,000 lbs	Metal Reinforcement	.044	"	3,344.00
352 lin.ft	Concrete Handrail	4.50	"	1,584.00
				$ [illegible]
	Lump Sum Reduction as per contract			178.00
	Sub-total (structure)			$ [illegible]

Roadway Approaches:

All Required	Clearing and Grubbing		Est.	$ 250.00
17,000 cu.yds	Common Excavation	.60		10,200.00
2,000 cu.yds	Solid Rock Excavation	1.00	"	2,000.00
4,500 yd.sta.	Overhaul	.04	"	180.00
8,000 yd.mi.	Truck Haul	.30	"	2,400.00
	Sub-total (approaches)			$ 15,030.00
	Sub-total			$ 44,939.00
	10% Engr. & Cont.			4,493.90
	Total			$ 49,432.90

Length of Structure 210.0 ft.
Length of Apprs. 327.2 ft.

Length of Project 537.2 ft. 0.101 miles

State Funds Available $ 18,670.90
Federal Aid Requested 30,762.00 (62.23%)

$ 49,432.90

Superseded

State Funds for Construction: Chapter 173, Laws 1917; Chapter 31, Laws 1920.
StateFunds for Maintenance: Chapter 41, Laws 1927.

PR115E

March 29, 1930

F. L. Odom
1478 Center Street
Salem, Oregon

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the Necanicum River on the Roosevelt Coast Highway in Clatsop County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

PR115E

STANDLEY & FOLEY
GENERAL FIRE INSURANCE
AGENCY ESTABLISHED 1894
BUSH BANK BLDG
PHONE 347
SALEM, OREGON

Mr Glaisy

Herewith 4 copies of contract for McCornack [illegible] Bldg.

Standley & Foley agents for the Bonding Company wrote their bond and asked that our contract be returned to them when they are properly signed.

WHR

NOTED
H R GLAISYER

PR115E

Mr Glaisyer:-

Herewith 4 copies of contract for Missouri River Bridge.

Shanley & Foley agents for the bonding company brot them in and asked that one contract be returned to them when they are properly signed.

WAR

NOTED
H. R. GLAISYER

BR-115-E

February 25, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans for the [illegible] Riv. Bridge and Approaches, Project No. 115-E.

Five blue print copies of the title sheet and roadway approaches are being sent under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Bush/AP
Encls.

Oregon State Highway Department Project No. 115-E

NECANICUM RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 25, 1930.

Structure:

250 cu.yds	Excavation	$ 3.00	$ 750.00
25 cu.yds	Excavation below plans	6.00	150.00
1,000 lin.ft	Foundation Piling	.60	600.00
290 cu.yds	Cl. "A" Concrete	22.00	6,380.00
130 cu.yds	Cl. "D" Concrete	22.00	2,860.00
76,000 lbs	Metal Reinforcement	.05	3,800.00
352 lin.ft	Concrete Handrail	5.00	1,760.00
		Sub-total (Structure)	$ 16,300.00

Roadway Approaches:

All Required	Clearing & Grubbing		250.00
17,000 cu.yds	Common Excavation	.60	10,200.00
2,000 cu.yds	Solid Rock Excavation	1.00	2,000.00
4,500 yd.sta.	Overhaul	.04	180.00
8,000 yd.mi.	Truck Haul	.30	2,400.00
		Sub-total (approaches)	$ 15,030.00
		Sub-total	$ 31,330.00
		10% Engr. & Cont.	3,133.00
		Total	$ 34,463.00

Length of Structure 172 ft.
Length of Rdway apprs 1428 ft.

Length of Proj. 1600 ft. - 0.303 miles

State Funds Available	$ 13,016.68	
Federal Aid Requested	21,446.32	(62.23%)
	$ 34,463.00	

CONTRACT #1158,
1219,

PR 115-D Bridge over Wahanna Cr. at 1930
Seaside

1158,1219

115-D

February 29, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accordance with the request contained in your letter of February 17th, we are returning herewith the corrected final vouchers for Projects Nos. 115-D and 115-E. These corrected vouchers are being submitted for the amounts of $1,801.72 and $326.56 respectively.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

387

115 D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

February 17, 1932

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
FEB 18 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are returning herewith for correction four copies of the final vouchers submitted for Oregon Federal Aid Projects Nos. 115-D and 115-E, in the amounts of $1,998.78 and $398.53, respectively.

On the statement showing the proration of field engineering expenses incurred on the grading work under Contract 1219, the final cost of the Wahanna Bridge Approaches is shown as $2,645.40. This should be $2,465.40. This will reduce the amount of engineering upon which Federal Aid can be claimed.

The final estimates to the contractor show cement corrections of $310.24 and $116.95, which are subtracted from the amounts payable to the contractor. These items should be shown on their respective vouchers, or the reason for their omission should be stated.

Please return the copies of the vouchers and supporting data upon which our check marks appear.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

Encl.

PR115D

October 14, 1931

National Union Indemnity Company,
J. C. Tibbets, Agent,
341 State St.,
Salem, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to Mr. R. L. Houck of Independence, Oregon, on Contract #1219 for the grading of the approaches on the Necanicum and Wahanna bridges on the Oregon Coast Highway in Clatsop County.

This payment will be made on or after October 24, 1931.

The State is advised of the following claim:

Philip R. Pollock, $7.85 for repairs to car.

You are further advised that the State assumes no responsibility for any such claim, or claims, should there be any.

For your information, we wish to advise that the total amount paid to Mr. Houck, in connection with this work, will be $32,184.80, including the final payment.

Kindly acknowledge receipt of this notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

D. M. FERRY, JR., President
J. S. HEATON, Vice-President & Treasurer
CHARLES C. BOWEN, Vice-President & Secretary
J. H. THOM, Vice-President

NNEDY R. OWEN, Vice-President
L M. BOWEN, Vice President & Ass't Treasurer
. BROWN, Vice-President

INCORPORATED 1884

Standard
Accident Insurance Company
DETROIT, MICHIGAN
CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & COMPANY, INC.
GENERAL AGENTS
816 SPALDING BLDG.
PORTLAND, OREGON

1219
PR 115-D

October 7, 1931

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Referring to our letter of September 3rd, 1931 in which we made claim in the amount of $40.00 against R. L. Houck in connection with the contract held by Mr. Houck for the construction of the approaches of the Necanicum River and Wahanna River bridges, please be advised that this claim has been settled.

Yours truly,

LAMPING & COMPANY, INC.

By

notice on card a.j.

RECEIVED
OCT 8 1931
OREGON
STATE HIGHWAY COMMISSION

#1219

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

PR 115 D

August 25, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

We are enclosing for your information copy of a letter from the National Union Indemnity Company advising that notice of claim by said company for extra premium in the sum of $305.93, against the bond taken from R. L. Houck of Independence, contractor of the Necanicum and Wahanna Creek bridges in Clatsop county, has been fully satisfied.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

#1219

COPY

NATIONAL UNION
FIRE INSURANCE COMPANY
INDEMNITY COMPANY
Pittsburgh, Pa.

J. C. Tibbits, Agent
341 State Street
Salem, Oregon

August 21, 1931

To the State of Oregon,
Hal E. Hoss, Secretary of State,
Salem, Oregon

Notice is hereby given that the claim of the undersigned against R. L. Houck for extra premium on Surety Bond N. 9741, written in connection with Oregon State Highway Commission Contract No. 1219 for the construction of approaches to the Necanicum and Wahanna Creek Bridges, amounting to $305.93 has been satisfied.

NATIONAL UNION INDEMNITY COMPANY

By.....J..C..TIBBITS............

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

#1219
Clatsop Co
PR 115 D

D. M. FERRY JR., President

Standard
Accident Insurance Company

Sep. 4, 1931

Lamping & Company, Inc.,
818 Spalding Bldg.,
Portland, Oregon

Gentlemen:

This Acknowledgment is made of receipt of your letter of the 3rd inst. advising of your claim in the sum of $60 against R. L. Hauck, which claim originates as the result of contractor's public liability insurance written in connection with the contract awarded Mr. Hauck for the construction of the approaches to the Klaskanine and Wallooskee River bridges on the Columbia River Highway in Clatsop County.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary

HBG:EH

[illegible]EDY R. OWEN, Vice-President
F. [illegible]. BOWEN, Vice-President & Ass't Treasurer
F. S. BROWN, Vice-President

INCORPORATED 1884

Standard Accident Insurance Company

DETROIT, MICHIGAN

CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & COMPANY, INC.
GENERAL AGENTS
818 SPALDING BLDG.
PORTLAND, OREGON

September 3, 1931

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

This is to advise you of a claim in the amount of $40.00 against R. L. Houck in connection with the performance of his contract with the Oregon State Highway Commission for the construction of the approaches of the Necanicum River and Wahanna River bridges in Clatsop County. This claim originates as a result of contractor's public liability insurance written in connection with this contract.

Yours truly,

LAMPING & COMPANY, INC.

By

ANSWERED
H. B. G.

#1219
Clatsop Co

PR115-D

15224

NATIONAL UNION
FIRE INSURANCE CO.
INDEMNITY CO.
PITTSBURGH, PA.

SEATTLE SERVICE OFFICE
REPUBLIC BUILDING
Phone: Eliot 2844
SEATTLE, WASH.

August 24th, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We have been requested by Mr. R. L. Houck, to write you in regard to the additional premium due us under contract bond furnished by our former agent, Mr. J. C. Tibbits, and this is to inform you that the additional premium of $305.93 has been paid to us, and you can, therefore, mark your records accordingly.

Yours very truly,

M. H. PEYTON
State Agent

MHP:RWT

NOTED
H. B. GLAISYER

#1219

PR 115D

August 24, 1931

Mr. J. C. Tibbits,
Masonic Building,
Salem, Oregon.

Dear Sir:

Attached hereto is a copy of a letter that we have today received from Mr. R. L. Houck regarding your claim of $305.95.

Will you kindly verify Mr. Houck's statement that this claim has been paid?

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

Tillamook, Oregon. August 21, 1931.

Mr. H. B. Glaisyer, Secy.,
Oregon State Highway Com.,
Salem, Oregon.

Dear Sir;

Replying to yours of the 20th inst. in re bill of J. C. Tibbits, Agent National Union Indemnity Co., for $305.93; On August 7th we received a letter from this company signed by M. H. Peyton, State Agent, Seattle, Wash., stating that Mr. Tibbits was no longer an agent of the company and requesting us to remit direct to the company at Seattle. We sent a check for the above amount to the Seattle office on August 10th.

We recived a bill from Mr. Tibbits dated Aug. 15th and wrote him that we had sent the check to the Seattle office and stating to him that we had received a letter asking us to pay in this way.

We are asking Mr. Peyton to write you that the bill is paid.

Yours truly,

R. L. Houck

By

Statement verified,

J. C. Tibbits

#1219
Clatsop

PR 115 D.

August 20, 1931

R. L. Houck
Tillamook, Oregon

Dear Sir:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by the National Union Indemnity Company for extra premium in connection with the bond furnished in connection with your contract for the construction of the Necanicum and Nehanna Creek Bridges. The amount of the claim is $305.93.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

August 20, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 17th instant in which you inclose three copies of the notice of claim which has been filed in your office by the National Union Indemnity Company for extra premium on Surety Bond No. 9741 written in connection with the state highway contract awarded to R. L. Houck for the construction of the Necanicum and Wahanna Creek Bridges, which claim is in the sum of $305.93.

The notice is today being sent to R. L. Houck, contractor.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

retary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 17, 1931

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer, Chief Clerk

This is to advise that we received and filed as of this date, a notice of claim by National Union Indemnity Company for extra premium on Surety Bond No. 9741 written in connection with Oregon State Highway Commission Contract No. 1219, in the amount of $305.93 for construction on the Necanicum and Wahanna Creek Bridges. R. L. Houck of Independence, contractor.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith

RECEIVED
AUG 20 1931

NATIONAL UNION
FIRE INSURANCE CO.
PITTSBURG, PA.

J. C. Tibbits, Agent,
341 State Street,
Salem, Oregon.

August 15, 1931

To the State of Oregon,
Hal E. Hoss, Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned, NATIONAL UNION INDEMNITY COMPANY, has a claim for extra premium on Surety Bond, No. 9741, written in connection with Oregon State Highway Commission Contract No 1219 for the construction of approaches to the Necanicum and Wahanna Creek Bridges on the Oregon Coast Highway in Clatsop County, of $305.93 against R. L. Houck, of Independence and Tillamook, Oregon.

NATIONAL UNION INDEMNITY COMPANY

By ...J..C..TIBBITS.............
Resident Agent

ENDORSED:
File No. 967
Filed August 17, 1931,
HAL E. HOSS, Secretary of State.

#1158

PR 115-8

August 4, 1931

Mr. F. L. Odom,
1478 Center St.,
Salem, Ore.

Dear Sir:

Attached hereto is a copy of a letter which we have today received from Burke Packing Company of Astoria, in which they advise that you borrowed a pile driver hammer from them to drive the piles in connection with the contract awarded to you by the State Highway Commission for the construction of a bridge over Wahanna Creek on the Oregon Coast Highway in Clatsop County.

Will you please take care of this matter to the satisfaction of the Burke Packing Company in the event that their claim is correct?

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC J. Nicholson,
First National Bank Bldg.,
Salem, Ore.

August 4, 1931

Burke Packing Company,
Astoria,
Ore.

Gentlemen:

Reply is made to your letter of the 31st ult., concerning the contract to build the bridge over Nehamna Creek on the Oregon Coast Highway in Clatsop County.

This contract, which is State Highway Contract No. 1158, was awarded by the State Highway Commission to F. L. Odom, 1478 Center St., Salem, Oregon.

Mr. Odom furnished the State with a surety bond for the protection of claims and guaranty for the satisfactory completion of the project. This bond was written by the Commercial Casualty Insurance Company, for whom James Nicholson is the local agent, with offices in the First National Bank Building, Salem, Ore.

I am today taking this matter up with Mr. Odom and trust that it will be taken care of satisfactorily in the near future.

Very truly yours,

STATE HIGHWAY COMMIS

By

Secretary

HBG:AJ

H. BURKE
K.S
J. B. BURKE

Burke Packing Company
Salmon Packers
ASTORIA, OREGON

July 31, 1931.

RECEIVED
AUG [illegible] 1931
OREGON
HIGHWAY COMMISSION

State of Oregon.
Highway Department,
Attention Engineers division.
Salem , Oregon.

Gentlemen:-

The contractor who built the Wahanna bridge last winter , located just at the outskirts of Seaside, borrowed a pile driver hammer from us to drive the piles and do all the work. We have not received this hammer back and we want you to help us find the contractor. Can you tell us who his bondsman are?

The hammer is worth about $ 125.00 and we want it to do some work right away. If he has taken to another location we think he should be made to bring it back,

If you can help us please let us hear from you.

Very trulyyours,
BURKE PACKING COMPANY
Burke

ANSWERED
H. B. G.

#1219

PR 115D

July 9, 1931

R. L. Houck
Tillamook, Oregon

Dear Sir:

Attached hereto is a copy of a letter that we have today received from the National Union Indemnity Company, surety on the bond furnished by you in connection with the contract for the construction of the approaches to the Necanicum and Wahanna Creek Bridges on the Oregon Coast Highway in Clatsop County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

RBG:W

Inc.

July 9, 1931

Mr. J. C. Tibbits, Agent
National Union Indemnity Company
341 State Street
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 8th instant advising us of your claim in the sum of $305.93 against R. L. Houck being for additional premium on the bond written for Mr. Houck in connection with the contract awarded to him by the State Highway Commission for the construction of approaches to the Necanicum and Nehanna Creek Bridges on the Oregon Coast Highway in Clatsop County.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W

NATIONAL UNION
FIRE INSURANCE CO.
INDEMNITY CO.
PITTSBURGH, PA.

J. C. TIBBITS, Agent
341 STATE STREET
SALEM, OREGON

July 8, 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned National Union Indemnity Company has a claim for an additional premium on Surety Bond No. 9741, issued on behalf of R. L. Houck, in connection with your contract with him, No. 1219, for the construction of the approaches to the Necanicum and Wahanna Creek Bridges on the Oregon Coast Highway in Clatsop County, in the sum of $305.93.

Yours very truly,

NATIONAL UNION INDEMNITY COMPANY

By J. C. Tibbits Agent

ANSWERED
H. B. G.

PR1520

May 20, 1931

National Union Indemnity Company
139 University Place
Pittsburgh, Pennsylvania

Gentlemen:

Reference is made to your letter of the 16th instant concerning the contract awarded to Ray L. Houck for the grading of the Nehanna and Necanicum River Bridge approaches on the Roosevelt Coast Highway in Clatsop County, Oregon.

According to our records the original contract price for this work was $10,830.00. Up to March 15th, 1931 there has been paid to Mr. Houck the sum of $30,612.75. Our retained percentage is $812.25 as above date.

It is evident from your letter that the form of status report that you submitted was notfilled out properly since there has been an increase in the contract price from $10,830.00 to in excess of $31,425.00. The exact amount of the increase is not available at the present time. This increase was occasioned by slide material that had to be removed by the contractor, for which work a special price agreement was entered into by Mr. Houck and the State Highway Commission.

It is our understanding that Mr. Houck has completed this contract and that final quantities will be checked in the near future. Your local agent will be notified when final payment will be made,

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W

[illegible] 15 Est $30,612.75
Returned-$812.25

#1219
Clatsop Co

May 16, 1931

Oregon State Highway Commission,
Salem, Oregon

Re: Bond No.9741
Roy L.Houck-Grading Wahanna and Necanicum
Bridges Approaches on the Roosevelt Coast
Highway, in Clatsop County, Oregon

Gentlemen:

We have for acknowledgment the return of status report on connection with the above project, which indicates the work to be 100% completed, with a total of $30,612.75 paid the contractor to date and the sum of $612.25 as retained oercentages. It [illegible] further states that there has been no increase in the contract price, nor any change in the original contract, and we are unable to reconcile this to our records, since the original contract was in an amount of $10,830. and we would greatly appreciate your clearing up this point.

Assuring you of our appreciation for your kind attention in the matter, we are

Very truly yours,

WRS:MW

Fidelity and Surety Department

RECEIVED
MAY 20 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

#1219
Clatsop Co

NATIONAL UNION
INDEMNITY CO.
PITTSBURGH, PA.

May 16, 1931

Oregon State Highway Commission,
Salem, Oregon

Re: Bond No.9741
Roy L.Houck-Grading Wahsana and Necanicum
Bridges Approaches on the Roosevelt Coast
Highway, in Clatsop County, Oregon

Gentlemen:

We have for acknowledgment the return of status report on connection with the above project, which indicates the work to be 100% completed, with a total of $30,612.75 paid the contractor to date and the sum of $612.25 as retained oercentages. It is further states that there has been no increase in the contract price, nor any change in the original contract, and we are unable to reconcile this to our records, since the original contract was in an amount of $10,830. and we would greatly appreciate your clearing up this point.

Assuring you of our appreciation for your kind attention in the matter, we are

Very truly yours,

Fidelity and Surety Department

WRS:MW

RECEIVED
MAY 20 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

Form 30—E-18703—2M—10-30

17 1158

O ON STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

29

NOTED, State Highway Engineer

Date April 15, 193

Job name Necanicum River and Neawannah Creek Bridge Approaches

Week from April 5 to April 12

Highway Oregon Coast

Mail address Tillamook, Oregon.

County Tillamook Job prefix 4 PL-1

Telegraph or telephone address Same

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor Houck spent the week picking up loose ends, trimming shoulders, cleaning ditches, and other ods and ends preparing to closing up the job.

(See back of this sheet for instructions and detailed information.)

Signed G. I. Gray

Title Resident Engineer.

GRADING CONSTRU[illegible]N

Total miles of grading in project 1

Miles completed

Miles completed except finishing 1

Total cubic yards in project 32000

Cubic yards moved to date 31000

Miles covered by contractor's forces 1

Miles cross-sectioned 1

Miles cross-sections completed and checked 0

Miles to be remeasured 0.2

Number men in Engineering Party

Contractor's average force for week 9 *men,*

teams, 1 *steam shovels*

Grading work will be completed about May 1, 1921

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* *Percentage*
2. *Percentage*
3. *Percentage*
4. *Percentage*

#1219
4PL-1

PR115B

November 26, 1930

Phillip R. Pollock
115 4th Avenue
Seaside, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 5th instant in which you advise us of your claim in the sum of $7.85 against R. L. Houck, state highway contractor, it being for repairs to your automobile which was damaged in a collision with one of Mr. Houck's trucks which was being used in connection with his contract for the grading of the approaches to the Necanicum and Wahanna bridges on the Roosevelt Coast Highway in Clatsop County.

We do not know whether your claim will be considered as a claim against the contract or not but we would suggest that you file your notice with the surety on the bond furnished by Mr. Houck in connection with this work. This bond was furnished for the protection of labor and material claims and all just debts, dues and demands incurred against the project.

The bond above mentioned was written by the Union Indemnity Company for whom J. C. Tibbits is the local agent with offices at 341 State Street, Salem, Oregon.

We would suggest that you take the matter up with Mr. Tibbits for his consideration since we do not believe it concerns this department.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W

November 28, 1930

Mr. J. C. Tibbits
341 State Street
Salem, Oregon

Dear Sir:

Attached hereto is a copy of a letter that we have today received from Mr. Phillip R. Pollock of Seaside, Oregon in which he advises us of his claim in the sum of $7.85 against Mr. R. L. Houck being the cost of repairing his automobile which was in a collision with one of Mr. Houck's trucks which he was using on his contract for the grading of the approaches to the Necanicum and Wahanna bridges on the Roosevelt Coast Highway in Clatsop County, state highway contract #1219.

This information is given you as you appear as surety on the bond furnished by Mr. Houck in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

cc R. L. Houck
Independence, Oregon

Seaside, Ore.

Nov.5,1930.

Secretary of the State Highway Commission,

Salem,

Ore.

Dear Sir;

Enclosed please find a bill for $7.85, for automobile repairs. This was incurred from a dirt truck,M.80-345,and owned by Mr.R.L.Houck, who refuses to pay the bill in full. Mr.Houck is contractor on the fill leading to the new bridge over the Necanicum river,replacing that which is called the Red bridge.

I have been advised to file this bill with you,against any final settlement with Mr.Houck on his contract,or until settled by law.

Thanking you in advance,I am

Very truly,

Phillip R. Pollock
115 - 4th Ave.
Seaside Ore.

ANSWERED
H. B. G.

PR 1150

Form 39—E-16702—3M—5-30.

O[illegible]N STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date October [illegible], 1930

Job name Necanicum - Wahanna Cr. Brdg. App.

Week from Sept. 27 to Oct. 4

Mail address Tillamook, Oregon.

Telegraph or telephone address

Highway Roosevelt Coast

Express and freight address

County Clatsop Job prefix 4 PL -1

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Houck making average progress during the week. No regular shovel runner is on the job, Houck is being taught to operate the shovel by the demonstrator, hence the put-put is not large. Only three Ford trucks are being used so there is considerable waiting for trucks. In a conversation on the third Houck explained he intended to buy another truck the 5th.

Several small slides developed in the cut slopes the first of the week, the total yardage being approximately 400. To avoid having an excess of material in the event of a large slide, thus making it impossible to take the cut out its full length for the width planned, Houck was insteucted on Tuesday to dig to a toe at a distance of 15 feet from center line instead of 28 as staked. In the event that no slides develop it will entail no additional work to take a second slice thru the cut to secure the width staked. No hand sloping is being done at this time nor is any such work expected at this early date. It is not desired to cause the the contractor to do work that would be lost in case of a slide, and it is not of any advantage in a cut of the nature of this to carry a finished slope as the work progresses.

(See back of this sheet for instructions and detailed information.)

Signed

Title Resident Engineer.

GRADING CONSTR[illegible]ON

Total miles of grading in project .... 1 [illegible]

Miles completed 2

Miles completed except finishing ....

Total cubic yards in project .... [illegible]

Cubic yards moved to date .... [illegible]

Miles covered by contractor's forces 1

Miles cross-sectioned .... [illegible]

Miles cross-sections completed and checked .... [illegible]

Miles to be remeasured .... [illegible]

Number men in Engineering Party ....

Contractor's average force for week .... 10 .... men,

4 trucks .... teams, ... 1 [illegible] steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

[illegible] SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage ....
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

#1158

[illegible]

PR 1158

Commercial Casualty Insurance Company

PACIFIC DEPARTMENT, 60 SANSOME STREET, SAN FRANCISCO, CALIF.

C. A. MANSFIELD, MANAGER
BONDING DEPARTMENT

Oregon Branch Office
1017 BOARD OF TRADE BUILDING
ATWATER 9517

PORTLAND, OREGON

October 6, 1930.

OCT 9 1930

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In Re: Bond 79332 - F. L. Odom - Contract for construction of bridges over Wahanna Creek and Private Road near Seaside on Roosevelt Coast Highway in Clatsop County Contract #1158, Job Prefix 4 PK, Bridges #1305 and #1468

We hereby consent to an extension of forty-five days (45) on the contract covered by the above caption.

This extension in no way invalidates the terms and provisions of the bond which we executed for Mr. F. L. Odom on March 24, 1930, and numbered 79332.

Yours very truly,

COMMERCIAL CASUALTY INSURANCE COMPANY

By
Attorney-in-fact

CAM
N

DUPLICATE

FA 115D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

SEP 25 1930
OREGON
COMMISSION

September 23, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to first voucher submitted by you for Oregon Federal Aid Project No. 115-D in the amount of $11,408.18, covering the period March 8, 1930 to August 16, 1930. This voucher was passed for payment on September 18th in the amount claimed, but the following matters are called to your attention:

On the third page of the voucher opposite "Total Amount" is shown "$18,400.00", whereas the correct total is $18,400.30. However, since the pro rata share of the United States was based on the correct total, payment of this voucher was recommended in the amount claimed.

In auditing this voucher it was discovered that the project agreement estimate dated April 30, 1930, shows 14,800 pounds Metal Reinforcement, whereas the extension is for the correct quantity — 148,000 pounds. This latter quantity checks with that shown on the preliminary estimate. It is suggested, therefore, that your approved copy of the April 30th project agreement estimate be corrected to show--148,000 pounds Metal Reinforcement.

Will you kindly, also, include the correction listed in the second paragraph of this letter when submitting your next voucher on this project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

PR115D

September 19, 1938.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of substitute estimate for vouchering, covering the Neawanna Creek Bridge Section, Project No. 115-D. The bid amount shown for the item "clearing and grubbing" on this estimate has been computed in accordance with the lengths of the different projects included under the grading contract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/cr.
encl.

Oregon State Highway Department Project No. 115-D

WAHANNA CREEK BRIDGE SECTION

OF THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Substitute Estimate for vouchering. Based on contract prices.)

Salem, Oregon, Sept. 17, 1930.

Structure

340 cu. yds.	Excavation	$6.00	2nd	low	bid	$2,040.00
20 cu. yds.	Excavation below plans	8.00	"	"	"	160.00
3,500 lin. ft.	Foundation Piling	.70	"	"	"	2,450.00
56 cu. yds.	Seal Concrete	16.00	"	"	"	896.00
640 cu. yds.	Class "A" Concrete	18.50	"	"	"	11,840.00
175 cu. yds.	Class "D" Concrete	20.00	"	"	"	3,500.00
148,000 lbs.	Metal Reinforcement	.044	"	"	"	6,512.00
430 lin. ft.	Concrete Handrail	4.50	"	"	"	1,935.00
						$29,332.00
	Lump Sum Reduction as per Contract					162.57
						$29,169.43

Roadway Approaches

All Required	Clearing and Grubbing		low	bid	$ 30.68
1,600 cu. yds.	Class "B" Excavation	0.20	"	"	320.00
100 cu. yds.	Class "A" Excavation	0.75	"	"	750.00
7,000 yd. mi.	Truck Haul	0.15	"	"	1,050.00
					$ 2,150.68

Sub-total	$ 31,320.11
10% Engr. & Cont.	3,132.01
Total	$ 34,452.12

Length of structure	210.0 ft.	
" " "	327.2 ft.	
Total Length	537.2 ft.	0.101 Miles

State funds for construction: Chapter 173, Laws 1917, Chapter 21, Laws 1920.
State funds for maintenance: Chapter 41, Laws 1927.

PR 115D

September 12, 1930

Mr. L. A. McArthur, Secretary
Oregon State Geographic Board
Public Service Building
Portland, Oregon

Dear Sir:

Governor Norblad is in receipt of a letter from Miss Clara C. Munson of Warrenton suggesting that the name of the creek in Clatsop County north of Seaside, at present known as Wahanna Creek, be changed to Neah-wan-na Creek. In view of the early completion of the Roosevelt Highway bridge over this creek, it is thought an opportune time to change the name if such is thought advisable.

Governor Norblad discussed the matter recently with the members of the Highway Commission and it was suggested that the matter be referred to you as Secretary of the Oregon State Geographic Board. I am enclosing copies of correspondence between Miss Munson and the Governor covering this subject, from which you will note Miss Munsen's views of the proper name and her reasons for desiring a change in the present designation.

Very truly yours,

X Secretary

RAK:HI

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

COPY

Warrenton, Oregon,
Sept. 6, 1930.

Gov. A. W. Norblad,
Salem, Oregon.

Dear Gov. Norblad:

I see by the paper that the Highway Commissioners are to meet in your office on Tuesday--wouldn't that be a good time to name the Neah-wan-na bridge?

I knew you were the right man in the right place, when I wrote you.

With kind regards to yourself and family.

Very sincerely,
Clara C. Munson.

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

COPY

Warrenton, Ore,
Aug. 15, 1930.

Gov. A. W. Norblad,
Salem, Ore.

Honored Friend:

For sometime I have had something on my mind, and I don't know to whom to appeal better than you. It is this: "The Wahanna Station and the new bridge, soon to be finished." I think they should be properly named. Wahanna means nothing and is not an Indian name. It originated this way--A good many years ago a man with a daughter named Hannah lived along there in the vicinity of Stanley Acres. He used to call to her, "Oh! Hannah!" so the creek was dubbed "O'Hannah". Then when the station needed a name an old man supplied the "Wah" to make it sound Indian. The proper name of the creek is Nea-wan-na or Nea-wah-na. I have as authority Alex Duncan of Seaside, and Mrs. Sarah Bird who lives at the station and has that name on her home there. You know all these places about here or near have the "Nea" or a contraction of it, Ne-can-i-cum, Nea-cox-ie, Nea-hu-ie, Ne-halem, Nea-kah-nie, Netarts and more. Would the Highway Commission be interested in this? I know you would be for you are so interested in the Roosevelt Highway. I have thought of writing to the heads of the S. P. & S. about giving the station the proper name.

I know you are mighty busy--still I think you will give this a thought and tell me how to go about this, and help me if you can.

Kindest regards to yourself and family.

Sincerely,

Clara C. Munson.

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

COPY

Miss Clara Munson,
Warrenton, Oregon.

My dear Miss Munson:

I have before me a letter of August 15 regarding the naming of the Wahanna creek and bridge.

The suggestion you have made interests me very much and I had thought of it before but it never occurred to me to suggest it. Now that you have called my attention to it I am going to take up the matter with the Railway Company and also with the Highway Commission and see if it isn't possible to get the change of name made to conform with the actual historical facts. I am mighty glad that you called my attention to this matter and I will go right into the matter and see if we cannot rename both the bridge and the creek as it should be named.

You will hear from me again.

With kindest personal regards and best wishes to yourself and your brother, Fred, I am

Sincerely yours,

Governor.

PR 115-D

August 26, 1920.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying specifications for grading the approaches of the Wahanna Creek Bridge, Project No. 115-D. Five copies of the bid proposal are also being enclosed herewith. The plans covering this work were previously submitted to you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

Oregon State Highway Department Project No. 115-D

WAHANNA CREEK BRIDGE SECTION OF THE
ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

Estimate with grading specifications. Not as basis for modified agreement.

Salem, Oregon, Aug. 25, 1930.

Structure

340	cu. yds.	Excavation	$6.00	$2,040.00
20	cu. yds.	Excavation below plans	8.00	160.00
3,500	lin. ft.	Foundation Piling	0.70	2,450.00
56	cu. yds.	Seal Concrete	16.00	896.00
640	cu. yds.	Class "A" Concrete	18.50	11,840.00
175	cu. yds.	Class "D" Concrete	20.00	3,500.00
148,000	lbs.	Metal Reinforcement	.044	6,512.00
430	lin. ft.	Concrete Handrail	4.50	1,935.00
				$29,333.00
		Lump sum reduction as per contr.		163.57
				$ 29,169.43

Roadway Approaches

All Required	Clearing and Grubbing		100.00
1,600 cu. yds.	Class "B" Excavation	0.50	800.00
100 cu. yds.	Class "A" Excavation	1.00	100.00
7,000 yd. mi.	Truck Haul	0.18	1,260.00
			2,260.00
		Sub-total	$31,429.43
		10% Engr. & Cont.	3,142.94
		Total............	$34,572.37

Length of Structure	210.0 ft.	
Length of Approaches	327.2 ft.	
Length of Project	537.2 ft.	0.101 miles.

State Funds Available	$13,057.99
Federal Aid Requested	21,514.38
	$34,572.37

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P. No.115-D

Post Office Building
Portland, Oregon.

Aug. 11, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

Fron

Aypr 7122

Form P. R. 2

State Oregon

Project No. 115, Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of May, 1930

by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of July, 1927, a project statement, which was approved by the Secretary on the 30th day of August, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section D of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of February 1930, and approved by the Secretary on the 24th day of July, 1930; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand, one hundred sixty-seven and 61/100 dollars ($22,167.61) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that when traffic conditions require it will use every means at its command to place or to have placed upon the roadway approaches included in this project such surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of **Section D of** said project shall not in any event exceed the sum of **twenty-two thousand, one hundred sixty-seven and 61/100** dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of **thirty-five thousand, six hundred ninety-four and 37/100** dollars, the approved total estimated cost of **Section D of** said project.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ____
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

____

STRICKEN OUT

*(b) By the ____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____
(Include reference to statute authorizing funds and probable amount annually available)

____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____

____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 24th day of July, 1930

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ____
(Title of officer)

By ____
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5818

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to --

----
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ---------------- of ----------------
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to --

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Chap. 41, Laws of 1927.**
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a ~~[illegible]~~ **bridge over Wahanna Creek between survey stations 519/88.8 and 525/26, in Sec. 10, T 5 N, R 10 W, W.M., on the Roosevelt Coast Highway between Hebo and Astoria, Clatsop County,** ~~locally known as~~ and designated in the records of this Department as **Section D of** Project No. **115**, State of **Oregon**.

SECOND. That in accordance with said provisions I have approved the sum of $**35,694.37** as the total estimated cost of **Section D of** said project, and the sum of $**22,167.61** as the share of the United States, payable under said acts on account of **Section D of** such project, which does not exceed **the authorized Federal pro rata share** ~~percent~~ of said total estimated cost.

Done at the city of Washington, this 24th day of July one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting *Secretary of Agriculture.*

P.I 115-D.

May 3, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3800
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Neawanna Creek Bridge Section, Project No. 115-D.

In computing the amount of federal aid requested, we have used the Clackamas Construction Company's bid as low. Our computations for the net amount of their bid are contained in the letter of transmittal accompanying the estimate for the Necanicum River Bridge Section, Project No. 115-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/2P
Enclosure

Oregon State Highway Department Project No. 118-D

NEAWANNA CREEK BRIDGE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on 2nd low bid prices
and estimated costs for roadway approaches.)

Salem, Oregon, April 30, 1930.

Structure

340	cu.yds	Excavation	$6.00	2nd low bid	$ 2,040.00
20	cu.yds	Excav. below plans	8.00	"	160.00
3,500	lin.ft	Foundation Piling	.70	"	2,450.00
56	cu.yds	Seal Concrete	16.00	"	896.00
640	cu.yds	Cl. "A" Concrete	18.50	"	11,840.00
175	cu.yds	Cl. "D" Concrete	20.00	"	3,500.00
14,800	lbs	Metal Reinforcement	.044	"	6,512.00
430	lin.ft	Concrete Handrail	4.50	"	1,935.00
		Sub-total			$ 29,333.00
		Lump Sum Red'n, as per contract			163.57
		Sub-total (structure)			$ 29,169.43

Roadway Approaches

All Required		Clearing & Grubbing		Est.	$ 120.00
1,600	cu.yds	Common Excavation	.60	"	960.00
100	cu.yds	Solid Rock Excavation	1.00	"	100.00
7,000	yd.mi.	Truck Haul	.30	"	2,100.00
		Sub-total			$ 3,280.00
		Sub-total			$32,449.43
		10% Engr. & Cont.			3,244.94
		Total			$35,694.37

Length of Structure	210.0 ft.
Length of Appr's.	327.2 ft.
Length of Project	537.2 ft. = 0.101 miles

State Funds Available	$13,526.76	
Federal Aid Requested	22,167.61	(62.1030+%)
	$35,694.37	

State Funds for Construction - Chapter 175, Laws 1917, Chapter 37, Laws 1920.
State Funds for Maintenance - Chapter 41, Laws 1927.

PR 115-D

March 29, 1930

P. L. Odom
1478 Center Street
Salem, Oregon

Dear Sir:

Herewith, for your records and files, is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over Wahanna Creek and private road on the Roosevelt Coast Highway in Clatsop County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

PR 115-D.

Feb. 26, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are today recommending approval of documents for Oregon F.A.P. 115-D, Wahanna Creek Bridge at Seaside. Payments of Federal aid are contingent upon final approval by the Chief Engineer and execution of the agreement by the Secretary of Agriculture.

Will you kindly forward for our files another copy of the proposal form?

In the proposal form and estimate it is noted that the yardage of Class "A" Concrete appears to be excessive by nearly 200 yards, and the yardage of Class "D" Concrete apparently includes the sidewalk slab, although the note on the plans specifies that only the roadway slab is to be Class "D". The discrepancies in the concrete quantities may have to be taken into account in considering award when bids are received.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

PP-115-D

February 25, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3800
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans for the Wahkeena Creek Bridge and approaches, Project No. 115-D.

Five blue print copies of the title sheet and roadway approaches are being sent under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist by J. W. Nash/AP
Reels.

Oregon State Highway Department

Project No. 115-B

WAHANNA CREEK BRIDGE SECTION ON THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, February 25, 1930.

Structure:

340 cu.yds	Excavation	$ 5.00	$ 1,700.00
20 cu.yds	Excavation below plans	10.00	200.00
3,500 lin.ft	Foundation Piling	.50	1,750.00
56 cu.yds	Seal Concrete	14.00	784.00
640 cu.yds	Cl. "A" Concrete	22.00	14,080.00
175 cu.yds	Cl. "D" Concrete	22.00	3,850.00
148,000 lbs	Metal Reinforcement	.05	7,400.00
430 lin.ft	Concrete Handrail	5.00	2,150.00
	Sub-total (Structure)		$31,914.00

Roadway Approaches:

All Required	Clearing & Grubbing		$ 120.00
1,600 cu.yds	Common Excavation	.60	960.00
100 cu.yds	Solid Rock Excavation	1.00	100.00
7,000 yd.mi.	Truck Haul	.30	2,100.00
	Sub-total (Approaches)		$ 3,280.00
	Sub-total		$ 35,194.00
	10% Engr. & Cont.		3,519.40
	Total		$ 38,713.40

Length of Structure	210.0 ft.	
Length of Approaches	327.2 ft.	
Length of Project	537.2 ft.	0.101 miles

State Funds Available	$ 14,622.06	
Federal Aid Requested	24,091.34	(62.23%)
	$ 38,713.40	

CONTRACT# 1160,

SEE:

CONTRACT# 1120,

1160 [illegible]: Contract 1120

CONTRACT #1168,

PR 140-B Tahkenitch-Gardiner Summit 1931

1168 Folder # 2

July 14, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of July 3rd, we are enclosing herewith six copies of revised project statement for the Lane County Line-Reedsport Section, Project No. 148.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Bach/GS

Encl.

PROJECT NO. 148 (Revised)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) July 11, 1935

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Lane Co. Line-Reedsport Section, Oregon Coast Highway
2. Between control points of official description: Nebo and Coos Bay
3. Between intermediate control points if used: South End of PR 144 and Connection with PR 180 in Reedsport

County of Douglas

4. Length in miles (gross) .... (net) ....
5. Preliminary estimate of cost: Total, $1,300,000; section of road to be first improved, $........, of which $........ is the estimated cost of "bridges" of more than 20 feet clear span.
6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: .... (Amount.)

Sufficient to insure completion: Chap. 175, laws 1917; Chap. 31, laws 1920
(Source; refer to statute.)

(b) County ....
(Amount.) (Source; refer to statute.)

8—3073

7. Funds for maintenance to be provided by State, from the following
(State or (and) county.)

sources: Current Income: Chap. 41, Laws 1927
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

None

11. Additional remarks: The project has been revised by extending the south end of the project to connect with Project No. 186 in the City of Reedsport

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

As Chairman
(Title of officer.)

By

As Commissioner
(Title of officer.)

By

As Commissioner
(Title of officer.)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. 486 Oregon 5-Maintenance

December 20, 1932

RECEIVED
DEC 21 1932
OREGON
STATE HIGHWAY COMMISSIO

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

One of the culverts constructed on the Oregon Coast Highway near Elbow Lake on Federal Aid Project No. 140-B is giving considerable trouble. It has been blocked on several occasions and a considerable head of water has developed at the upper end of the project before the pressure has forced its way through the opening. As much as ten feet of head has occurred before the culvert could be opened up.

We have conducted a preliminary investigation and have ascertained that at a point approximately 35 feet in from the lower end of the culvert there has been a considerable settlement and that 50 feet in some of the joints are seriously broken. The settlement is such that sediment collects and leaves but a small opening at the top of the culvert which is carrying any water. It appears that some corrective action should be taken. Inasmuch as this culvert was constructed by your department, it may be that you would care to take the necessary corrective measures. The project, however, is under our supervision for maintenance and if you desire us to do so we will carry out the correction under our maintenance program.

Very truly yours,

W H Lynch

W. H. Lynch
District Engineer

~~H. B~~. G.

July 31, 1931 is O. K.

We did not start having contracts accepted by Commission until Dec, 1931. The date started with December 3, 1931 and all that have been presented since that time have been completed since Dec, 3rd.

J. McF.

#1168

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 1~~40~~-B

COMMISS...

IN REPLY PLEASE REFER TO FILE NO.
OCT [illegible] - 1932

Electric Building
Portland, Oregon

ATTENTION: Clarence D. Phillips

Gentlemen:

Your letter of September 27th received, asking for the date on which Mr. Greenwood's contract for grading the Tahkenitch Lake to Gardiner Summit Section of the Coast Highway was officially completed and the work accepted by the State of Oregon.

Our records at Salem show that the work was completed July 31, 1931, and final acceptance of the work was made by this department on that date.

The contractors presented a number of claims over which there was a rather extended period of discussion, and the final voucher in payment of the contract was dated January 27, 1932.

Very truly yours

E. A. COLLIER
Division Engineer

cc J. M. Devers
EAC:VR

Final Est shows work
Completed July 31, 1931
how about acceptance?

[illegible]

#1168

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISS

SALEM

R 140-B

October 3, 1932

IN REPLY PLEASE REFER TO FILE NO.
OCT - 1932

Griffith, Peck & Coke
Electric Building
Portland, Oregon

ATTENTION: Clarence D. Phillips

Gentlemen:

Your letter of September 27th received, asking for the date on which Mr. Greenwood's contract for grading the Tahkenitch Lake to Gardiner Summit Section of the Coast Highway was officially completed and the work accepted by the State of Oregon.

Our records at Salem show that the work was completed July 31, 1931, and final acceptance of the work was made by this department on that date.

The contractors presented a number of claims over which there was a rather extended period of discussion, and the final voucher in payment of the contract was dated January 27, 1932.

Very truly yours

E. A. COLLIER
Division Engineer

cc J. M. Devers
EAC:VH

Final Est shows work
Completed July 31, 1931
how about acceptance?

[illegible] first Vou date Jan

PR 14013

February 8, 1932

Mr. James L. Conley
Attorney and Counselor at Law
Failing Building
Portland, Oregon

Dear Mr. Conley:

I am inclosing in this letter the information requested in yours of the 6th instant concerning State Highway Contract #1168, awarded by the State Highway Commission to A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County.

The original contract was awarded to A. C. Greenwood, who in turn subcontracted the work to John J. Dann. It is our understanding that John J. Dann in turn subcontracted at least a portion of the work to Bilderback & Sons. We have no knowledge of the agreements made either between Greenwood and Dann or between Dann and Bilderback & Sons. We therefore do not know just what work was done by Bilderback & Sons.

Our records show that the work under this contract is now complete and that the voucher covering final payment has been prepared. According to the records there has been paid to A. C. Freenwood the sum of $192,006.50 of a total amount earned of $199,419.86, in other words, our next payment to Mr. Greenwood, which is the final payment, will be in the sum of $7,413.36.

The station numbers mentioned in your letter, viz., 840 to 1007, take in the entire project.

For your further information I am inclosing herewith a copy of the final estimate voucher, which shows the quantity of work done under each of the different classifications.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
Inc.

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

RECEIVED
FEB [illegible] 1932

January 6, 1932

Highway Commission,
Salem, Oregon

Attention: Mr. Glayser.

Dear Sir:

Will you please send me a statement showing the payments made on the contract between John J. Dann and Bilderback & Sons covering work known as contract #1168 and covering work to be done on said project from station #840 to station #1007?

Please give this your early attention and oblige.

Yours very truly,

Jas. L. Conley

JLC:EG

Tahkenitch - Gardiner Summit, grading

Final payment - total $99,419.86
Includes final payment
of $7,413.36 in process
of payment.

#1168
Douglas Co

PR1108

January 28, 1932

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1168 for the construction of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, consisting of 3.17 miles of Grading, has been completed by the contractor, A. C. Greenwood, and that final settlement will be made by the State with said contractor for work done under said contract on or after February 6th, 1932.

The State has been advised of numerous claims against this contract, all of which you have also been advised. The State assumes no responsibility for any of the claims which have been filed against the contract or of any which may be filed.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $199,419.86 including the final payment. Of this amount $1,995.96 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168
Douglas Co

PR 140B

December 16, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed with the Secretary of State on December 15, 1931, by Coos Bay Logging Company against A. C. Greenwood.

The claim is in the sum of $156.17 and is for lumber and timber products furnished to the above mentioned, A. C. Greenwood, in connection with his contract awarded to him by the State Highway Commission for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County.

We are advising you regarding this as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC A. C. Greenwood
500 N. Front,
Portland, Oregon

December 16, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of December 15, enclosing three copies of notice of claim filed by Coos Bay Logging Company against A. C. Greenwood, to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

Copies of the notice of claim are today being mailed to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

~~CC~~

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 15, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from John G. Mullen, Attorney, North Bend, Oregon, and filed as of this date, a notice of claim by Coos Bay Logging Company for materials furnished in the sum of $156.17 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

COPY

TO THE STATE OF OREGON:

Notice is hereby given that Coos Bay Logging Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material consisting of lumber and timber products in the sum of ONE HUNDRED FIFTY SIX and 17/100 DOLLARS less the sum of no Dollars paid thereon, or a net of ONE HUNDRED FIFTY SIX and 17/100 DOLLARS, against the bond given by A. C. Greenwood of Portland, Oregon, and the Aetna Casualty & Surety Co., a corporation, of Hartford, Connecticut, as surety on a contract for the work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material was furnished in the performance of said work.

Dated at North Bend, Oregon, this 28th day of November, 1931.

COOS BAY LOGGING COMPANY

BY WM. VAUGHAN
Its President.

orsed: File No. 1066
Filed December 15, 1931
HAL E. HOSS,
Secretary of State.

COPY

TO THE STATE OF OREGON:

Notice is hereby given that Coos Bay Logging Company, a corporation organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material consisting of lumber and timber products in the sum of ONE HUNDRED FIFTY SIX and 17/100 DOLLARS less the sum of no Dollars paid thereon, or a net of ONE HUNDRED FIFTY SIX and 17/100 DOLLARS, against the bond tiven by A. C. Greenwood of Portland, Oregon, and the Aetna Casualty & Surety Co., a corporation, of Hartford, Connecticut, as surety on a contract for the work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material was furnished in the performance of said work.

Dated at North Bend, Oregon, this 28th day of November, 1931.

COOS BAY LOGGING COMPANY

BY WM. VAUGHAN
Its President.

Endorsed: File No. 1066
Filed December 15, 1931
HAL E. HOSS,
Secretary of State.

#1168
10P0

PR 14013

December 12, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 11, in which you enclose three copies of notice of claim filed by Ocean Dock Terminal & Supply Company against A. C. Greenwood in connection with his contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, State Highway Contract No. 1168.

Copies of the notice are being forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 12, 1951

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building.
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed in the office of the Secretary of State on December 11, by Ocean Dock Terminal & Supply Company against A. C. Greenwood, to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, State Highway Contract No. 1168.

The amount of the claim is $49.32 and is for material furnished in connection with the above described project.

You appear as surety on the bond of the contractor, and we are therefore giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC A. C. Greenwood
500 N. Front St.
Portland, Ore.

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 11, 1931

Oregon State Highway Commission
Oregon State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. W. U. Douglas, Attorney, Marshfield, Oregon, and filed as of this date, a notice of claim by Ocean Dock Terminal & Supply Company for materials furnished in the sum of $49.32 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Section of the Roosevelt Highway in Douglas County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned Ocean Dock Terminal & Supply Co. a corporation organized and existing under and by virtue of the laws of the State of Oregon, have a claim for material amounting to forty-nine and 32/100 dollars ($49.32) against the bond given by A. C. GREENWOOD, of Portland, Oregon, and THE AETNA CASUALTY & SURETY COMPANY, of Hartford, Connecticut, as surety upon the contract for work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which material was furnished and used in the performance of said work under said contract.

Dated at Marshfield, O regon, this 8th day of December, 1931.

OCEAN DOCK TERMINAL & SUPPLY CO.

By L. W. RIPPEY Pres.

Endorsed: File No. 1084
Filed December 11, 1931
HAL E. HOSS ,
Secretary of State.

PR 140 B

November 23, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

This is to notify you that we have received advice, through Fred W. Packwood, Attorney, that J. A. Dunn Powder Company has a claim against A. C. Greenwood, to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, for materials furnished to W. A. Bilderback and Sons. The amount of the claim is $1,371.79.

At the claimant's request, we are furnishing the attorney with a certified copy of said contract and bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC A. C. Greenwood
500 N. Front St.
Portland, Oregon

November 23, 1931

Mr. Fred W. Packwood,
Attorney at Law,
Journal Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 19th, in which you enclose affidavits of J. A. Dunn, President and Manager of the Oregon Power Company, regarding claims against contractors to whom certain highway contracts were awarded.

As requested, we are sending you by express the following certified copies of contracts and bonds:

No. 1168, awarded to A. C. Greenwood, for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

No. 1184, awarded to J. W. Peak Construction Company, for the surfacing of the Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County.

No. 1293, awarded to O. D. Wolfe (now deceased) for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FRED W. PACKWOOD
ATTORNEY AT LAW
609 JOURNAL BUILDING
PORTLAND, OREGON

November 19th ,1931.

Oregon State Highway Commission,
Salem, Oregon;
Att. Mr. Glaisyer.

Gentlemen,

The Oregon Powder Company desires to avail itself of the provisions of Sect. 67-1101, Oregon Code, 1930, relative to the obligations of sureties for materials furnished on public contracts.

Three different contracts are involved. The necessary facts in each instance are set out in each affidavit included herein. Will you kindly forward me the necessary copies of bonds and contracts?

Thanking you in advance for your courtesy, I am,

Yours truly,

Fred W. Packwood

FWP:BS

RECEIVED
NOV 21 1931
OREGON
STATE HIGHWAY COMMISSION

TO THE OREGON STATE HIGHWAY COMMISSION.

#1168

State of Oregon)
) ss
County of Multnomah)

I, J. A. Denn, being first duly sworn depose and say; that at all times mentioned herein I have been doing business as a sole trader under the business name and style of the J. A. Denn Powder Company; that between 21st day of May, 1930, and the 12th day of November, 1930, inclusive, your affiant furnished to V. A. Bilderbach and Sons, a partnership, at their instance and request explosives and explosive supplies for which there is due, owing and unpaid the sum of $1371. 79, together with requisite interest, an itemized statement of said account being attached hereto and made a part hereof: that said materials bought for and used upon contract No. 1168 and is known as the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County; said contract was completed and accepted on July 31st, 1931; and A. C. Greenwood was the original contractor, V. A. Bilderbach and Sons being sub-contractors thereunder.

Based upon the above your affiant desires a certified copy of the original contract and its accompanying bond.

Dated this 19th day of November, 1931.

J. A. Denn

Subscribed and sworn to before me on the date last above mentioned.

Fred W. Packwood
Notary Public for Oregon.
My Comm. expires Nov. 22, 1932.

140B

GIANT

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Port Orford, Coquille

1371.79.

EXPLOSIVES

J. A. DENN POWDER COMPANY

DISTRIBUTORS FOR SOUTHERN OREGON

Sold to Bilderbach and Sons,

Siltcoos, Oregon

Address

TERMS 30 DAYS NET

Roseburg, Oregon, May 21, 1930

Shipped via

Ordered by

Requisition No. 12253

QUANTITY	DESCRIPTION	AMOUNT
40 Kegs	Black Blasting powder $1.83	73.20
500 ea.	6X Caps $16.05 less 15%	6.82
500 ea.	6ft. Electric Blasting Caps $8.85 less 15%	37.61
500 ft.	Bear Brand Fuse $7.95 less 15% (Sequoia price)	3.38
	Prepaid freight	6.40
		127.41

[illegible] was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

5

14013

GIANT

EXPLOSIVES

J. A. DENN POWDER COMPANY

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Port Orford, Coquille

Sold to Bilderbach and Sons,
Address Siltcoos, Oregon
TERMS 30 DAYS NET

Roseburg, Oregon, June 17, 1930
Shipped via
Ordered by
Requisition No. 12328

QUANTITY	DESCRIPTION	AMOUNT
1925#-77	Kegs Black Blasting powder $1.83	$140.91
1000 ft.	Black Sequoia Fuse $7.95 less 15%	6.76
500 ea.	6ft. Electric Blasting Caps $8.85 less 15%	37.61
500 ea.	No. 6X Caps $16.05 less 15%	6.82
Freight	Reedsport to Kroll	10.40
		202.50

---

bond furnished in connection with this contract was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 140 B

GIANT

EXPLOSIVES

J. A. DENN POWDER COMPANY

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Port Orford, Coquille

Sold to Bilderbach & Sons
Address Siltcoos, Oregon
TERMS 30 DAYS NET

Roseburg, Oregon, Sept. 23, 1930
Shipped via
Ordered by
Requisition No. 13592

QUANTITY	DESCRIPTION		AMOUNT			
500	ft. Black Sequoia Fuse	@ $7.95-15%	3	38		
500	No. 6 Caps	16.05-15%	6	82	10	20

[illegible] The retained percentage is $2,[illegible].40. The bond furnished in connection with this contract was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 140B

GIANT

EXPLOSIVES

J. A. DENN POWDER COMPANY

DISTRIBUTORS FOR SOUTHERN OREGON

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Port Orford, Coquille

Sold to Bilderbach and Sons

Address Siltcoos, Oregon.

TERMS 30 DAYS NET

Roseburg, Oregon, Oct. 17, 1930

Shipped via

Ordered by

Requisition No. 13639

QUANTITY	DESCRIPTION	AMOUNT
1500#	Special Stumping $11.40	$171.00
400 ft.	Black Sequoia Fuse $7.95 less 15%	2.70
200 ea.	6X Caps $16.05 less 15%	2.73
		176.43

[illegible] of [illegible] miles of grading. This contract was completed and accepted on September 23, 1931. Final payment has not yet been made. The retained percentage is $2,488.40. The bond furnished in connection with this contract was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Borg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 1401B

Roseburg, Grants Pass
Medford, Ashland
Jacksonville, Reedsport
Marshfield, Bandon
Port Orford, Coquille

GIANT

EXPLOSIVES

J. A. DENN POWDER COMPANY

DISTRIBUTORS FOR SOUTHERN OREGON

Sold to Bilderbach and Sons,

Siltcoos, Oregon

Address

TERMS 30 DAYS NET

Roseburg, Oregon, Oct. 27,1930

Shipped via

Ordered by

Requisition No. 13660

QUANTITY	DESCRIPTION	AMOUNT
200 Kegs	Black Blasting powder $2.09	$418.00
1000#	40% Gelatin $13.65	136.50
1000 ft.	Black Sequoia Fuse $7.95 less 15%	6.76
100 ea.	18 ft. Electric Blasting Caps $11.40 less 15%	9.69
50 ea.	16" " " " 13.10 " "	5.57
1 spool	connecting wire	.75
		577.25

[illegible] Columbia River Highway [illegible] County consisting of 6.41 miles of grading. This contract was completed and accepted on September 23, 1931. Final payment has not yet been made. The retained percentage is $2,468.40. The bond furnished in connection with this contract was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168

PR 140B

November 16, 1931

Mr. Fred W. Packwood,
Attorney at Law,
Journal Building,
Portland, Oregon.

Dear Sir:

In response to your inquiry of November 13th concerning the A. C. Greenwood contract we wish to advise that this was our contract No. 1168 and was known as the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County consisting of 3.17 miles of grading. This contract was completed and accepted on July 31, 1931. Final payment has not yet been made to Mr. Greenwood. The retained percentage is $5,938.35.

Mr. V. A. Bilderback was a subcontractor on the above contract but as we do not deal direct with subcontractors we are unable to advise you who furnished his bond to Mr, Greenwood.

With reference to the contract of the late O. D. Wolfe we wish to advise that this was our contract No. [illegible] West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County consisting of 6.41 miles of grading. This contract was completed and accepted on September 23, 1931. Final payment has not yet been made. The retained percentage is $2,488.40. The bond furnished in connection with this contract was by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc. with offices in the Wilcox Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168

Subject to Change Without Notice

W. F. HABERLACH, Vice-President
Clackamas, Oregon

OREGON POWDER COMPANY
DISTRIBUTORS
GIANT
EXPLOSIVES

TELEPHONE
Oregon City 940

CLACKAMAS, OREGON, November 13, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Attention Mr. Glazier.

Will you kindly give me the date of final settlement and technical job and designated name and number of the A. C. Greenwood, Tahkenitch- Gardiner Summit Section Roosevelt Coast Highway contract together with the name of the surety company bonding the job.

Mr. V. A. Bilderback was a subcontractor on this job. Will you also give me the name of the surety company on the subcontract.

Will you also give me like information on the Umatilla Sand Station West Section job on which Mr. O. D. Wolfe was the general contractor.

Thanking you in advance for your kindness, I am,

Very truly yours,

Fred W. Packwood

ATTY. FRED W. PACKWOOD
JOURNAL BUILDING,
PORTLAND, OREGON.

#1168

Completed July 31, 1931
Pd to date $192,006.50 – Retained $5,938.35

#1293 – Uma. Co.
Pd. to date $80,946.8 – Ret. $2,488.40
Completed Sept. 23, 1931

RECEIVED
NOV 14 1931

#1168

PR 140B

October 28, 1951

Calkins and Calkins,
Attorneys at Law,
Bank of Commerce Bldg.,
Eugene, Oregon.

Attention of Mr. S. M. Calkins.

Gentlemen:

We wish to thank you for the affidavit, received today, regarding the claims of Miller-Sanford Tractor Company against A. C. Greenwood, to whom the State Highway Commission awarded its Contract #1168, in response to our request of the 24th instant.

In making a further search of our records, we find that the claims of Miller-Sanford Tractor Company, mentioned in your letter of October 27, were filed last February with the Secretary of State and that we have copies of said notice of claims in our files. We regret that we misinformed you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CALKINS AND CALKINS

Attorneys At Law

Eugene, Oregon

W. W. CALKINS
S. M. CALKINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

October 27, 1931

Mr. H. B. Glaisyer,
Secretary, State Highway Commission
Salem, Oregon,

Dear Sir:

Reference to our letter of October 21st shows that we failed to mention that the two claims asked about had been filed by the Miller-Sanford Tractor Company, one for $848.87 and one for $619.77. These claims were mailed to you on February 3, 1931, and we received your acknowledgment dated February 5, 1931, with a note that you were sending word on to the contractor and surety.

We enclose herewith an affidavit covering these claims, and regret that our former letter should not have mentioned the precise claim referred to.

Yours very truly

CALKINS & CALKINS

BY SMCalkins

SMC:LD

[illegible] on Feb. 6, 1931

STATE OF OREGON
ss
COUNTY OF LANE.

I, F. A. Miller, being first duly sworn on oath depose and say that I am the Secretary of the Miller-Sanford Tractor Company, and that I did on February 3, 1931, file with the Secretary of the State Highway Commission of the State of Oregon, at Salem, Oregon, claims for labor and material, which claims were addressed to Hon. Hal E. Hoss, Secretary of State, and to H. B. Glaisyer, Secretary State Highway Commission, Salem, Oregon, as follows:

> "Notice is Hereby Given that the undersigned Miller-Sanford Tractor Company, a corporation, has a claim for labor and materials furnished in the sum of $848.87 against a bond taken from A. C. Greenwood and written by the Aetna Casualty and Surety Company for work done by a subcontractor on State Highway Contract No. 1168 covering the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon.
>
> This material was furnished Bilderback & Sons who were subcontractors on the above job, in the way of labor and material which was used up in the operation of tractors on the job, in repairs, replacements and upkeep.
>
> Dated at Eugene, Oregon, February 3rd, 1931.
>
> (Signed) MILLER-SANFORD TRACTOR COMPANY
>
> By F. A. Miller "
> Secretary

(Acknowledged)

"Notice is Hereby Given that the undersigned Miller-Sanford Tractor Company, a corporation, has a claim for labor and materials furnished in the sum of $619.77 against a bond taken from A. C. Greenwood and written by the Aetna Casualty and Surety Company for work done by a subcontractor on State Highway contract No. 1168 covering the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon.

This material was furnished Bilderback & Sons who were subcontractors on the above job, in the way of rental on a two yard scraper, Serial No. 215, from August 15, 1930 to February 1, 1931, at $107.50 per month, amounting to $591.25; and freight on the same, $28.52; making a total of $619.77. This Scraper was used during this period on the above job and constitutes labor and material used in the completion of the work.

Dated at Eugene, Oregon, February 3rd, 1931.

(Signed) MILLER-SANFORD TRACTOR CO.

BY F. A. Miller
Secretary "

(Acknowledged)

Which claims were both duly acknowledged before a Notary Public and filed as required by law, and are both unpaid at this time.

F. A. Miller

Subscribed and sworn to before me this 27th dayof October, 1931.

Lenora L. Dillard
Notary Public for Oregon
My Commission expires: Sept. 5. 1933

#1168

PR 1401B

October 24, 1931

Calkins & Calkins,
Attorneys at Law,
Eugene, Oregon.

Attention of Mr. S. M. Calkins

Gentlemen:

In response to your request of the 21st instant, I am handing you herewith a certified copy of State Highway Contract No. 1168, covering the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, which contract was awarded by the State Highway Commission to A. C. Greenwood.

A thorough search of our files has been made with reference to the claim that is mentioned in your letter, but we have been unable to find anything concerning it. We will, therefore, expect you to file with us the affidavit of claim required by law for the securing of certified copies of documents of this kind.

Will you kindly favor us with such an affidavit at an early date?

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

B. G.

Am not able to locate anything with regard to their ever having filed the claim mentioned in their letter.

#1168
Douglas Co

KINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

State Highway Commission
Salem, Oregon

Gentlemen:

Under the Oregon statute we desire to make formal application for copy of contract and bond in the matter of State Highway contract No. 1168 covering the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon. Bilderback and Sons were subcontractors from A. C. Greenwood on this job, and the bond was written by the Aetna Casualty and Surety Company.

Reference to their claim on file with you fixes the character of it and we assume that you will send us this material without any further affidavits on our part. However, if you require an affidavit in order to secure this, let us know and we will forward it.

Yours very truly

CALKINS & CALKINS

BY SMCalkins

SMC:LD

ANSWERED
H. B. G.

#1168
Douglas Co

CALKINS AND CALKINS

Attorneys At Law

Eugene, Oregon

W. W. CALKINS
S. M. CALKINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

October 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen:

Under the Oregon statute we desire to make formal application for copy of contract and bond in the matter of State Highway contract No. 1168 covering the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon. Bilderback and Sons were subcontractors from A. C. Greenwood on this job, and the bond was written by the Aetna Casualty and Surety Company.

Reference to their claim on file with you fixes the character of it and we assume that you will send us this material without any further affidavits on our part. However, if you require an affidavit in order to secure this, let us know and we will forward it.

Yours very truly

CALKINS & CALKINS

BY SMCalkins

SMC:LD

ANSWERED
H. B. G.

#1168
Douglas co

PR14013

October 20, 1931

Aetna Casualty & Surety Company.
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by the Concrete Pipe Company for materials furnished in the sum of $744.12, together with interest thereon from August 13, 1930, in connection with the contract awarded to A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, state highway contract No. 1168.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc A. C. Greenwood
500 N. Front Street
Portland, Oregon

October 20, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 19th instant in which you inclose three certified copies of the notice of claim which has been filed by the Concrete Pipe Company for materials furnished in the sum of $744.12, together with interest thereon from August 13, 1930, in connection with the contract awarded to A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, state highway contract No. 1168.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 19, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date a notice of claim by Concrete Pipe Company for materials furnished in the sum of $744.12, together with interest thereon from August 13, 1930, against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, Oregon.

We are enclosing herewith a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM
encs.

Portland, Oregon, 17 October, 1931

To State of Oregon, Hal Hoss, Secretary of State,
State Highway Commission of Oregon
A. C. Greenwood, and
The Aetna Casualty & Surety Company
a corporation

Gentlemen:

NOTICE is hereby given that the undersigned, CONCRETE PIPE CO., a corporation, duly organized and existing under the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting of concrete pipe, in the sum of $3463.88, less $1000.00 paid on account August 26, 1930, less $1719.76 with interest paid on account on or about the 25th day of April, 1931, leaving a balance of $744.12 with interest from Aug 15-1930 against the bond of A C Greenwood and The Aetna Casualty & Surety Company to the State of Oregon, dated April 4, 1930, and given in connection with the construction of the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, Oregon; that said concrete pipe was used in the completion of the work for which said bond was given and is a just debt and demand incurred in the performance thereof.

CONCRETE PIPE CO.

By STEP F MATTHIEU
Assistant Secretary

Endorsed: File No. 1019
Filed October 19, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Concrete Pipe Company for materials furnished in the sum of $744.12, together with interest thereon from August 13, 1930, against the bond taken from A. C. Greenwood, principal, and The Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice filed in the office of the Secretary of State on October 19, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of October, A. D. 1931.

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Concrete Pipe Company for materials furnished in the sum of $744.12, together with interest thereon from August 13, 1930, against the bond taken from A. C. Greenwood, principal, and The Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice filed in the office of the Secretary of State on October 19, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of October, A. D. 1931.

Secretary of State

#1110

#1168

Douglas Co

PR 140 B

October 19, 1931

Aetna Casualty &Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herein is a copy of notice of claim which we have today received from Concrete Pipe Company of Portland against A. C. Greenwood to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County. The claim is in the amount of $744.12 and is for materials and supplies furnished to Mr. Greenwood.

This information is being sent you as you appear as surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC A. C. Greenwood
800 N. Front St.,
Portland, Oregon

#1168

October 19, 1931

Concrete Pipe Company,
189 Thompson,
Portland, Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your notice of claim against A. C. Greenwood in the sum of $744.12 for materials and supplies furnished Mr. Greenwood in connection with the contract awarded to him by the State Highway Commission for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

We are placing this notice on file for future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

Portland, Oregon, 17 October, 1931

To State of Oregon, Hal Hoss, Secretary of State,
State Highway Commission of Oregon
A C Greenwood, and
The Aetna Casualty & Surety Company
a corporation

Gentlemen:

NOTICE is hereby given that the undersigned, CONCRETE PIPE CO., a corporation, duly organized and existing under the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting of concrete pipe, in the sum of $3463.88, less $1000.00 paid on account August 26, 1930, less $1719.76 with interest paid on account on or about the 25th day of April, 1931, leaving a balance of $744.12 with interest from Aug 12-1930 against the bond of A C Greenwood and The Aetna Casualty & Surety Company to the State of Oregon, dated April 4, 1930, and given in connection with the construction of the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, Oregon; that said concrete pipe was used in the completion of the work for which said bond was given and is a just debt and demand incurred in the performance thereof.

CONCRETE PIPE CO.

By Stephen W Matthieu
Assistant Secretary

ANSWERED
H. B. G.

#1168

PR 140B

A. C. GREENWOOD
GENERAL CONTRACTOR

500 NORTH FRONT STREET
PORTLAND, OREGON

Oct.17,1931.

H.B.Glaisyer Secy., Ore. State Hgwy. Comm.
Salem, Ore.

Dear Sir-;;Regarding extension of time on contract 1168 Tahkenitch-Gardner Summit section Roosevelt Coast Highway will say that this work was all completed and equipment moved off before time limit expired.

Received a similar letter from you dated Aug. 25 and one dated Sept. 1st telling me to disregard this matter.

However, if it is necessary to ask for an extension of time pending completion of final estimate, I hereby request such extension.

Yours truly
A. C.Greenwood.
A C Greenwood

Replying to yours 10/16/31

[illegible] 21, 1931

OK

#1168
1080

PR140B

September 29, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 26th instant in which you inclose three certified copies of the notice of claim of the Randanite Company for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, in connection with A. C. Greenwood's contract for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway, contract No. 1168.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

September 29, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by Randanite Company, for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, in connection with A. C. Greenwood's contract for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway, contract No. 1168.

This information is given you since you appear as surety on the bond furnished by A. C. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.
cc.
A. C. Greenwood
500 N. Front Street
Portland, Oregon

Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 26, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Messrs. Barry and Morrison, Portland, Oregon, and filed as of this date, a notice of claim by Randanite Company, for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway, contract No. 1168.

We are enclosing for your information and files, a certified copy of this notice, together with two additional copies, one of which may be forwarded if desire, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM

RECEIVED
SEP 29 1931
OREGON
STATE HIGHWAY COMMISSION

To The Secretary of State
State of Oregon.
Salem, Ore.

Notice is hereby given that the undersigned RANDANITE COMPANY, formerly PUGET SOUND & ALASKA POWDER CO, has a claim in the sum of $5988.47 (Five thousand nine hundred eighty eight & 47/100) dollars, against A. C. GREENWOOD, Contractor, and against the bond taken from AETNA CASUALTY & SURETY CO, for the work ofContract #1168, Tahkenitch - Gardiner Summit Section of the Oregon Coast Highway in Douglas County. Said claim is for Explosives and Blasting Accessories furnished to and used by J. J. DANN, Sub-contractor, on this work, together with interest in the amount of $344.81 to date.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to the above item, undersigned claims the sum of $1000.00 (One thousand Dollars) as an attorney's fee, and the sum of $150.00 (One hundred fifty dollars) to defray costs of said action.

RANDANITE COMPANY
formerly PUGET SOUND & ALASKA POWDER CO
By H. G. BEALES.
Sec. Treas.

Subscribed and sworn to before me this 4th day of September 1931..

(SEAL)

QUINTUS A. KAUNE
Notary Public in and for the
State of Washington, residing
at Everett. Washington.

Endorsed: File No. 1110
Filed September 26, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, contract No. 1168, with the original notice filed in the office of the Secretary of State on September 26, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1931.

Hal E Hoss

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, contract No. 1168, with the original notice filed in the office of the Secretary of State on September 26, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1931.

Hal E. Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Randanite Company for materials furnished in the sum of $5988.47, together with interest in the sum of $344.81, against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, contract No. 1168, with the original notice filed in the office of the Secretary of State on September 26, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1931.

Hal E Hoss
Secretary of State

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

PR, 4013

SEPT 17 1931

JAS L CONLEY

FAILING BLDG PORTLAND ORG

CONFIDENTLY EXPECT TO HAVE FINAL ESTIMATE GREENWOOD JOB COMPLETELY CHECKED MONDAY

ROY A KLEIN

---

the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168
Douglas Co

September 3, 1931

140.b

Randanite Company,
311 Pioneer Bldg.,
Seattle, Washington.

Gentlemen:

Receipt is acknowledged of your letter of September 1st in which you make inquiry concerning the A. C. Greenwood contract No. 1168 - Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County.

Please be advised that this contract was completed on July 15th, 1931. The final estimate is now being checked in this office and the final payment will be made within the next thirty days. The retained percentage is $10,000.00.

The bond in connection with this contract was furnished by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Bldg., Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168

PHONE MAIN 7867

Douglas Co

RANDANITE COMPANY
FORMERLY
PUGET SOUND & ALASKA POWDER CO.
311 PIONEER BUILDING
SEATTLE, WASH.

September 1, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We would appreciate information as to the present status of the A. C. Greenwood contract, number 1168 - Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County, which contract was sublet to Mr. J. J. Dann.

If same has been completed, kindly advise date of completion and acceptance together with name and address of bonding company.

Thanking you in advance for your courtesy in this connection, we are

Very truly yours,

RANDANITE COMPANY

BY: H G Beales
Sec.-Treas.

Compl. — June 15, 1931
Pd Contr. — $186,911.20
Amt. Bond $10,000.00

HGB:W

Final [illegible] checked
surety:- [illegible]
[illegible]
[illegible]

Ans. what is status

[illegible]

Form 90—F-21635—5M—5-31

PR140B

OREG STATE HIGHWAY DEPARTMEN

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 22 1931, 193

Job name	Tahkenitch Gardiner Summitt	Week from	Aug. 16 to Aug. 22
		Mail address	
Highway	Roosevelt Coast	Telegraph or telephone address	
County	Douglas Job prefix 10 P O	Express and freight address	

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The final estimate on this project was completed and forwarded to Salem Tuesday. Mars will complete the inking of the profile and cross sections and will forward the balance of this data the coming week.

SHP

Pls give this job preference when it comes in

RHK

1931

NOTED

(See back of this sheet for instructions and detailed information)

Signed E. M. Booth

Title Resident Engineer.

GRADING CONSTRUC N

Total miles of grading in project 3.17

Miles completed 3.17

Miles completed except finishing ~~336,000~~

Total cubic yards in project 336,000

Cubic yards moved to date 336,000

Miles covered by contractor's forces 0

Miles cross-sectioned 3.17

Miles cross-sections completed and checked 3.17

Miles to be remeasured None

Number men in Engineering Party 1

Contractor's average force for week None *men,*

None ~~*teams,*~~ .... *steam shovels*

Grading work will be completed about July 25

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR 14013

August 19, 1931

Mr. James L. Conley
Failing Building
Portland, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 14, 1931, concerning the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway, under contract to A. C. Greenwood with John J. Dunn and Bilderback & Sons, subcontractors.

I regret to say, as you already know, that the submission of the final estimate has been delayed on this job, largely because this engineering party is now working on another project and, therefore, the time which could be spared has been somewhat limited. However, we confidently expect that the final notes will be received this present week and, as soon as they come in, I will arrange to give them preference in handling them through our checking department. I think in that way the determination of the final figures can be expedited. Will release some of the retained percentage as soon as we can make a rough check of the field engineer's figures.

Very truly yours

State Highway Engineer

RAK:HI

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

8-14-31

RECEIVED
AUG 15 1931
OREGON
STATE HIGHWAY COMMISSION

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Tahkenitch-Gardiner Summit Section
Roosevelt Highway - John J. Dann and
Bilderback & Sons.

Dear Roy:

You told me a week ago last Tuesday that the final estimate should be out in about a week and suggested that we defer our conference with repsect to additional compensation until the final was prepared. Mr. Dann now tells me that the resident engineer told him that the final would not be ready before the 15th, if then. He intimated that he would probably issue another semi-final estimate and do some further work on the final.

It occurrs to me that if that course is followed as much as possible should be allowed at this time so that it may be applied in payment of bills. I think also that we should proceed without delay to a consideration of the claim of Mr. Dann and Mr. Bilderback for additional allowance on this work. Otherwise, we will be up against the rainy season in the event we should need to go on to the job for remeasurement, etc.

Thank you for anything you may be able to do to alleviate conditions in connection with this matter.

Sincerely yours,

Jas. L. Conley

JLC:FN

REFERRED TO
By State Highway Engineer

Form 30—F-20188—5M—1-31

OREG STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

140-b

Date Aug. 15 1931

Job name Tahkenitch-Gardiner

Week from Aug. 9 to Aug. 15

Mail address Gardiner

Highway Roosevelt Coast

Telegraph or telephone address

County Douglas Job prefix 10-P.S

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All construction on this project has been completed and the contractor has moved out his equipment. the final estimate should be completed to-morrow Aug. 16th but the completed cross setions and profile will not be ready until the later part of the week

NOTED
E. A. COL

(See back of this sheet for instructions and detailed information)

Signed E. M. Booth

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 3.17

Miles completed 3.17

Miles completed except finishing -

Total cubic yards in project 335,000

Cubic yards moved to date 335,000

Miles covered by contractor's forces None

Miles cross-sectioned 3.17

Miles cross-sections completed and checked 3.17

Miles to be remeasured None

Number men in Engineering Party 1

Contractor's average force for week None *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about July 25.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR140B.

July 3, 1931

Goss, Murphy and Skipworth,
Lawyers,
First National Bank Building,
Marshfield, Oregon.

Gentlemen:

Responding to your request of the 2nd inst., I am handing you herewith certificate, acknowledging that certain notices of a claim of H. C. Whitesel against V. H. Bilderback, et al, have been received in the office of the State Highway Commission and are now on file in the Commission's records.

You will note that we have changed the wording of the certificate from that furnished by you for reasons that are self-evident.

Due to the fact that we make no charge for this service, the check in the sum of $2.50 is returned to you herewith.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

JOHN D. GOSS
HERBERT S. MURPHY
M.W. SKIPWORTH

LAW OFFICES OF
GOSS, MURPHY AND SKIPWORTH
FIRST NATIONAL BANK BUILDING
MARSHFIELD, OREGON

July 2, 1931

RECEIVED
JUL 3 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission of Oregon,
Salem, Oregon.

Dear Sirs:

Re- State of Oregon ex rel,
H. C. Whitesel
vs- V. R. Bilderback et al

The above entitled cause is set for hearing Monday, July 6th, and it is necessary for the plaintiff to prove that he has complied with the provisions of Section 67-1101, Oregon Code, with reference to Notice, etc. The answering defendants have denied that this has been done in the instant case, and we will accordingly ask you to execute a Certificate and acknowledgment of service and return to this office for use at said trial.

If you have some other official form or acknowledgment or proof of filing of such notice that would be satisfactory to the court, kindly forward the same.

Inclosed find our check for $2.50 to cover any charges for this service.

Very truly yours,

GOSS, MURPHY & SKIPWORTH

BY

JDG:SC
Enc. 2.

ANSWERED
H. B. G.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF COOS

STATE OF OREGON, upon the relation of H. C. Whitesel,

Plaintiff,

vs.

V. R. BILDERBACK, V. W. BILDERBACK and V. A. BILDERBACK, co-partners doing business under the firm name and style of BILDERBACK & SONS, JOHN J. DANN, A. C. GREENWOOD and THE AETNA CASUALTY & SURETY CO., a corporation,

Defendants.

I, H. B. GLAISYER, hereby certify that I am Secretary to the Oregon State Highway Commission and am the custodian of all of the records of the State Highway Commission.

I further certify that a certified copy of the NOTICE (a copy of which is attached hereto and marked "Exhibit A") was forwarded by Hal E. Hoss, Secretary of State to the State Highway Commission and filed in the records of the said Commission on the 26th day of February, 1931.

I further certify that the original affidavit of H. C. Whitesel, a copy of which is attached hereto and marked "Exhibit B", was received and filed in the office of the State Highway Commission on the 27th day of February 1931.

Secretary, State Highway Commission

IN THE CIRCUIT COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF COOS

STATE OF OREGON, upon the relation of H. C. Whitesel,

Plaintiff,

vs.

V. R. BILDERBACK, V. W. BILDERBACK and V. A. BILDERBACK, co-partners doing business under the firm name and style of BILDERBACK & SONS, JOHN J. DANN, A. C. GREENWOOD and THE AETNA CASUALTY & SURETY CO., a corporation,

Defendants.

Due receipt and filing with the State Highway Commission of Oregon, of the Notice and Affidavit by H. C. Whitesel, the plaintiff in the foregoing entitled cause, copies of which notice and affidavit are hereto annexed, marked Exhibits "A" and "B" respectively, is hereby acknowledged and we certify that said notice and affidavit were received by the State Highway Commission of Oregon, on the 26th day of February, 1931.

STATE HIGHWAY COMMISSION OF OREGON

BY______________________________

#1168

PR140B

June 19, 1931

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Ore.

Gentlemen:

We hand you herewith copy of notice of claim filed on June 18, 1931, in the office of the Secretary of State, by Schroeder & Hildenbrand of Marshfield, Oregon, against A. C. Greenwood for materials furnished in the sum of $229.05, in connection with the work on the Tahkenitch-Gardiner Section of the Roosevelt Highway in Douglas County—Contract No. 1168.

This is for your information as you appear as surety on Mr. Greenwood's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

CC Mr. A. C. Greenwood,
500 N. Front St.,
Portland, Ore.

June 19, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Edith Libby.

Dear Sir:

We are pleased to acknowledge receipt of your letter of June 18th, enclosing copies of notice of claim filed by Schroeder & Hildenbrand of Marshfield against A. C. Greenwood, for materials furnished him in connection with the work on the Tahkenitch-Gardiner Section of the Roosevelt Highway--State Highway Contract No. 1168.

We are today forwarding a copy of the notice to the contractor, Mr. A. C. Greenwood, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JUN 19 1931
OREGON
STATE HIGHWAY COMMISSION

June 18, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. W. U. Douglas, Attorney, Marshfield, Oregon, and filed as of this date a notice of claim by Schroeder & Hildenbrand for materials furnished in the sum of $229.03 against the bond taken from A. C, Greenwood as principal, and Aetna Casulayt & Surety Company as surety, for work on the Tahkenitch-Gardiner Section of the Roosevelt Highway in Douglas County.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL F. HOSS,

Secretary of State.

HM

By Edith Libby

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, WILLIAM SCHROEDER and J. W. HILDENBRAND, partners doing business under the firm name of SCHROEDER & HILDENBRAND, of Marshfield, Oregon, have a claim for material consisting of merchandise in the sum of two hundred twenty-nine and 05/100 dollars ($229.05) against the bond given by A. G. Greenwood of Portland, Oregon, and the Aetna Casualty & Surety Company, of Hartford,Connecituct, a corporation, as surety upon the contract for wrok of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material was furnished and used in the performance of said work.

Dated at Marshfield, Oregon, this 17 day of June, 1931.

SCHROEDER & HILDENBRAND

By J. W. HILDENBRAND

BY ______________

Endorsed' File No. 953
Filed June 18, 1931
HAL E. HOSS,
Secretary of State.

#1163

PR 140B

April 30, 1931

Hal E. Hoss
Secretary of State
Capital Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 29th instant in which you inclose three certified copies of the notice of claim which has been filed in your office by L. M. Graham, Attorney at Law, Forest Grove, Oregon, in behalf of his client A. B. Cooper for work performed by Mr. Cooper and assignors in the sum of $5786.81 in connection with the contract of A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

April 30, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by A. B. Cooper against A. C. Greenwood for work performed by Mr. Cooper and assignors in the sum of $5786.81 in connection with Mr. Greenwood's contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW
Inc.

cc A. C. Greenwood
500 N. Front Street
Portland, Oregon

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 29, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from L. M. Graham, Attorney at Law, Forest Grove, Oregon, and filed as of this date a notice of claim by A. B. Cooper for work performed by himself and assignors in the sum of $5786.81 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty and Surety Company, surety, for work performed on the Tahkenitch-Gardner Section of the Roosevelt Coast Highway in Douglas County, contract No. 1168.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

NOTICE OF CLAIM AGAINST THE STATE OF OREGON
HIGHWAY DEPARTMENT.

TO HAL E. HOSS,
SECRETARY OF STATE, AND
THE STATE OF OREGON:

Notice is hereby given that the undersigned, A. B. Cooper, has a claim for work done and labor performed by himself and his assignors, as herein described, upon and for the construction of a portion of the Roosevelt Coast Highway, in Douglas County, Oregon, now known as the Oregon Coast Highway; that portion of said highway upon which said labor was performed in known as the Tahkenitch-Gardner Section, and was being performed under contract No. 1168 covering work between Station 839 + 70 and Station 1007 on said project; said claim being in the sum of five thousand seven hundred eighty six & 81/100 Dollars ($5786.81) against the bond taken from A. C. Greenwood as principal and the Aetna Casualty & Surety Company as surety by the State Highway Commission of the State of Oregon for the construction and improvement of the above mentioned portion of said Highway, and against John J. Dunn, sub-contractor of said A. C. Greenwood, principal contractor.

Said claim is composed of and includes the following claims; That of A. B. Cooper, for labor performed by himself, in the sum of $2368.37 between the dates May 11th, 1930 and December 15th, 1930, inclusive upon which there has been paid the sum of $1152.33, leaving a balance due thereon of $1261.04.

That of J. C. Bell for services performed by him of the reasonable value of $2074.87 between the dates May 11th, 1930 to December 15th, 1930, inclusive, upon which there has been paid the sum of $317.79, leaving a balance due of $1757.08, which claims has been assigned to said A. B. Cooper.

That of W. C. Bell for services performed by him of the reasonable value of $1977.50 between the dates May 11, 1930 and December 15th, 1930, inclusive, upon which there has been paid the sum of $643.85, leaving a balance due of $1335.65, which claim has been assigned to said A. B. Cooper.

That of Charles Loyd for services performed by him of the reasonable value of $1054.87 between the dates May 11th 1930 and December 15th, 1930, inclusive, upon which there has been paid the sum of $531.11 leaving a balance due of $523.76, which claim has been assigned to said A. B. Cooper.

That of W. C. Sutherland for services performed by him of the reasonable value of $1185.00 between the dates May 11th, 1930, and December 15th, 1930, inclisive upon which there has been paid $540.13 leaving a balance due of $644.87, which claim has been assigned to said A. B. Cooper.

That of W. Fleming for services performed by him of the reasonable value of $939.90 between the dates May 11th, 1930 and December 15th, 1930 inclusive, upon which there has been paid the sum of $628.49 leaving a balance due of $311.41, which claim has been assigned to said A. B. Cooper.

That said A. B. Cooper is now the owner of the above described claims and is entitled to collect the several sums due thereon

Dated at Forest Grove, Oregon, this 20th day of April 1931.

A. B. COOPER (SEAL)

In the matter of the claim of A. B. Cooper for services rendered on the Oregon Coast Highway. Notice of claim.

Endorsed: File No. 948
Filed April 29, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. B. Cooper for labor performed in the sum of $5786.81 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardner Section of the Roosevelt Coast Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 29, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. B. Cooper for labor performed in the sum of $5786.81 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardner Section of the Roosevelt Coast Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 29, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by A. B. Cooper for labor performed in the sum of $5786.81 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardner Section of the Roosevelt Coast Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 29, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of April, A. D. 1931.

Hal E. Hoss

Secretary of State

BY C. M. Laughlin DEPUTY

PP140B

April 29, 1931

Mr. L. M. Graham
Attorney at Law
Forest Grove, Oregon

My dear Mr. Graham:

I wish to acknowledge receipt of your letter of the 28th instant inclosing the affidavit of the claim of A. B. Cooper and associates for work done under the contract of A. C. Greenwood and John J. Dunn with the State Highway Commission for the grading of the Tahkenitch-Gardiner Summit Section of the Oregon Coast Highway in Douglas County.

Regarding the policy of the Highway Commission in cases of this kind, and I presume you have in mind the policy in regards to the making of payments to the contractor, wish to say that final payment is not made until the contractor furnishes us with a sworn statement to the effect that all outstanding legitimate claims that are incurred against the project have been satisfied. If the contractor furnishes us with such a statement then we have no alternative but to proceed with the payment to him of the final estimate. This payment is not made to him unless he does sign this statement or furnishes us with other satisfactory evidence in which he acknowledges that the claims are correct and satisfies us that it is his intention to pay the claims immediately upon receipt of the final warrant. Cases of this kind are unusual.

If the above information is not just what you desire, I will be glad to inform you further upon reqest. With kindest personal regards, I remain

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:W

L. M. GRAHAM
ATTORNEY AT LAW
FOREST GROVE, OREGON

April 28, 1931

H. B. Glaysier
Secretary State Highway Commission
Salem, Oregon

Dear Mr. Glaysier:-

I have had some correspondence heretofore with you about the claim of A. B. Cooper and associates for work done under the contract of A. C. Greenwood and John J. Dann, on the Tahkenitch-Gardner section of the Oregon Coast Highway. I now enclose a copy of the notice of claim which I have filed with the Secretary of State. I am sending you this for your information. We have started suit against A. C. Greenwoodand the Aetna Casualty & Surety Company on this claim.

I would like to enquire what the policy of the Commission is in these cases about settlement with the contractor.

Very truly yours,

Loyal M Graham

Enc.

LMG:DS

ANSWERED
H. B. G.

CoV

NOTICE OF CLAIM AGAINST THE STATE OF OREGON HIGHWAY DEPARTMENT.

TO HAL E.HOSS,
SECRETARY OF STATE,AND
THE STATE OF OREGON:

Notice is hereby given that the undersigned,A.B. Cooper,has a claim for work done and labor performed by himself and his assignors,as herein described,upon and for the construction of a portion of the Roosevelt Coast Highway,in Douglas County,Oregon,now known as the Oregon Coast Highway;that portion of said highway upon which said labor was performed is known as the Tahkenitch-Gardner Section,and was being performed under contract No 1168 covering work between Station 839 + 70 and Station 1007 on said project;said claim being in the sum of five thousand seven hundred eighty six & 81/100 Dollars ($5786.81) against the bond taken from A.C.Greenwood as principal and the Aetna Casualty & Surety Company as surety by the State Highway Commission of the State of Oregon for the construction and improvement of the above mentioned portion of said Highway,and against John J.Dann,sub-contractor of said A.C.Greenwood,principal contractor.

Said claim is composed of and includes the following claims; That of A.B.Cooper,for labor performed by himself,in the sum of $2368.37 between the dates May 11th,1930 and December 15th,1930,inclusive upon which there has been paid the sum of $1152.33,leaving a balance due thereon of $1261.04.

That of J.C.Bell for services performed by him of the reasbnable value of $2074.87 between the dates May 11th,1930 to December 15th, 1930,inclusive,upon which there has been paid the sum of $317.79,leaving a balance due of $1757.08,which claims has been assigned to said A.B.Cooper.

That of W.C.Bell for sefvices performed by him of the reasonable value of $1977.50 between the dates May 11th,1930 and December 15th, 1930,inclusive,upon which there has been paid the sum of $643.85,leaving a balance due of $1335.65,which claim has been assigned to said A.B.Cooper.

That of Charles Loyd for services performed by him of the reasonable value of $1054.87 between the dates May 11th 1930 and December 15th, 1930, inclusive, upon which there has been paid the sum of $531.11 leaving a balance due of $523.76, which claim has been assigned to said A. B.Cooper.

That of W.C.Sutherland for services performed by him of the reasonable value of $1185.00 between the dates May 11th, 1930, and December 15th, 1930, inclisive upon which there has been paid $540.13 leaving a balance due of $644.87, which claim has been assigned to said A.B.Cooper.

That of W.Fleming for services performed by him of the reasonable value of $939,90 between the dates May 11th, 1930 and December 15th, 1930 inclusive, upon which there has been paid the sum of $628.49 leaving a balance due of $311.41, which claim has been assigned to said A.B.Cooper.

That said A.B.Cooper is now the owner of the above described claims and is entitled to collect the several sums due thereon

Dated at Forest Grove, Oregon, this 20th day of April 1931.

A.B. Cooper (SEAL)

#1168

AP 140B

April 21, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 18th instant inclosing three certified copies of the notice of claim of the Coos Bay Iron Works, Inc. which was filed in your office by W. U. Douglas their attorney. The claim is in the sum of $77.65 and is for materials and transportation charges furnished in connection with the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, A. C. Greenwood, contractor.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW

April 21, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith claims filed in the office of the Secretary of State by the following against A. C. Greenwood in connection with the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County:

Coos Bay Iron Works $77.65
for materials and transportation charges.

G. W. Shelley $558.74
for materials and transportation charges.

Golders Auto Parts Company $215.23
for materials and transportation charges.

North Bend Packing Company $381.87
for materials and transportation charges.

This information is given you as you appear as surety on the bond furnished by A. C. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc A. C. Greenwood
500 North Fron Street
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 18, 1931

Oregon State Highway Commiss ion
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from W. U. Douglas, Attorney, Room 218 Hall Bldg., Marshfield, and filed as of this date a notice of claim by Coos Bay Iron Works, Inc. for materials and transportation charges furnished in the sum of $77.65 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

RECEIVED
APR 21 1931

COPY

United States of America

[illegible]

TO THE STATE OF OREGON:

Notice is hereby given that COOS BAY IRON WORKS, INC., a corporation organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material consisting of tools, iron, steel and labor, together with advance freight or transportation charges thereon, in the total sum of seventy-seven and 65/100 dollars ($77.65) against the bond given by A. C. Greenwood, of Portland, Oregon, and the Aetna Casualty & Surety Co., of Hartford, Conn., as surety upon the contract for the work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material and repairs were furnished in the performance of said work.

Dated at Marshfield, Oregon, this 15th day of April, 1931.

COOS BAY IRON WORKS, INC.

By J. S. LYONS
Vice-President & Manager

Endorsed: File No. 920
Filed April 16, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Coos Bay Iron Works, Inc. for materials and transportation furnished in the sum of $77.65 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 1931

Hal E Hoss

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Coos Bay Iron Works, Inc. for materials and transportation furnished in the sum of $77.65 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 1931.

Hal E Hoss

Secretary of State

#1168

PP 140 B.

April 21, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 18th instant in which you inclose three certified copies of the notice of claim of Selders Auto Parts Company for materials and transportation charges furnished in the sum of $215.25 against A. C. Greenwood in connection with his contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are today forwarding copies of this notice to the contrqctor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

April 21, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith claims filed in the office of the Secretary of State by the following against A. C. Greenwood in connection with the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County:

Coos Bay Iron Works $77.66
for materials and transportation charges.

G. W. Shelley $555.74
for materials and transportation charges.

Gelders Auto Parts Company $216.25
for materials and transportation charges.

North Bend Packing Company $801.07
for materials and transportation charges.

This information is given you as you appear as surety on the bond furnished by A. C. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Inc.

cc A. C. Greenwood
500 North Fron Street
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 18, 1931

Oregon State Highway Commission
Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by Golders Auto Parts Company for materials and transportation charges furnished in the sum of $215.25 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

RECEIVED
APR 21 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

United States of America

STATE OF OREGON

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned has a claim for material consisting of tools, iron, steel and other merchandise and supplies, together with advance freight or transportation charges thereon, in the total sum of three hundred seventy-one and 78/100 dollars ($371.78) less the sum of one hundred fifty-six and 53/100 dollars($156.53) paid thereon, or a net sum of two hundred fifteen and 25/100 dollars ($215.25) against the bond given by A. C. Greenwood, of Portland, Oregon, and the Aetna Casualty & Surety Co., a corporation, of Hartford, Conn., as surety on a contractfor the work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material was furnished in the performance of said work.

Dated at North Bend, Oregon, this 14th day of April , 1931.

GOLDERS AUTO PARTS CO.

By CARL G. GOLDER
Proprietor

Endorsed: File No. 932
Filed April 18, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Golders Auto Parts Company for materials and transportation charges furnished in the sum of $215.23 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 1931

Hal E. Hoss

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Golders Auto Parts Company for materials and transportation charges furnished in the sum of $215.23 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 19 31

Hal E Hoss

Secretary of State

#1168

PR 140 B.

April 21, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 15th instant in which you inclose three certified copies of the notice of claim of the North Bend Packing Company for materials and transportation charges furnished in the sum of $891.67 in connection with the contract of A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW

April 21, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith claims filed in the office of the Secretary of State by the following against A. C. Greenwood in connection with the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County:

Coos Bay Iron Works $77.85
for materials and transportation charges.

G. W. Shelley $555.74
for materials and transportation charges.

Golders Auto Parts Company $215.25
for materials and transportation charges.

North Bend Packing Company $891.67
for materials and transportation charges.

This information is given you as you appear as surety on the bond furnished by A. C. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Enc.

cc A. C. Greenwood
300 North Front Street
Portland, Oregon

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 18, 1931

Oregon State Highway Commission
Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by North Bend Packing Company for materials and transportation charges furnished in the sum of $891.87 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

HM

By Edith Libby

RECEIVED
APR 21 1931
OREGON
STATE HIGHWAY COMMISSION

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, NORTH BEND PACKING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Oregon, has a claim for material consisting of meats, butter, eggs and food products used as cook-house and boarding house supplies, together with advance freight or transportation charges thereon, in the sum of eight hundred ninety-one and 87-/100 dollars ($891.87) against the bond given by A. C. Greenwood, of Portland, Oregon, and the Aetna Casualty & Surety Company, of Hartford, Conn., a corporation, as surety upon the contract for the work of clearing, grading and laying the necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway, in the State of Oregon, in Douglas County, which said material was furnished in the performance of said work.

Dated at North Bend, Oregon, this 14th day of April, 1931.

NORTH BEND PACKING COMPANY

By WM. H. REED
Vic president

Endorsed: File No. 381
Filed April 16, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by North Bend Packing Company for materials and transportation charges furnished in the sum of $891.87 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway, in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand
and affixed hereto the Seal of the State
of Oregon.

Done at the Capitol at Salem, Oregon,
this 20th day of April, A. D. 1931.

Hal E Hoss

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by North Bend Packing Company for materials and transportation charges furnished in the sum of $891.87 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway, in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 1931.

Hal E. Hoss

Secretary of State

#1168

PR 140B

April 21, 1931

Mr. M. D. Locke,
1399 Villard Street,
Eugene, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of April 19th with reference to the bond furnished by J. J. Dann on the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

Please be advised that this contract was awarded to A. C. Greenwood and J. J. Dann handled some of the work as a subcontractor. It is our understanding that Mr. Dann furnished a bond to Mr. Greenwood but we are not able to advise you of the name of his company. However, if you have a claim the bond of the general contractor will cover all just claims for labor and material against the subcontractor as well as the general contractor. The bond furnished by Mr. Greenwood in connection with this contract was by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Bldg., Portland, are resident agents.

Hereafter when writing for any information such as the above please address your letter to the State Highway Commission rather than to an individual. This is requested for the reason that the person to who you make your request might be away from the office for a few days, while if your letter was addressed to the department it would receive immediate attention.

Any further information you desire in connection with the above will be furnished at any time.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1168

GARAGE TRANSFER STORAGE

M. D. LOCKE
RADIO SUPPLIES: BATTERY CHARGING
GARDINER, OREGON
TELEPHONE 5108

Eugene Oregon
April 19-1931

Mr James McFarland
State Highway office
Salem
Ore

Dear Sir:-

Will you please forward me the address of the Bonding Co of the J J Dunn Construction Co. who have the Construction of the Gardiner Lake Tack switch unit of the Roosevelt Highway

Yours Truly
M D Locke
1399
Villard St
Eugene
Ore

#1168

PP 14013.

April 21, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 18th instant in which you inclose three certified copies of the notice of claim filed by C. W. Shelley for materials and transportation charges furnished in the sum of $568.74 in connection with A. C. Greenwood's contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW

April 21, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith claims filed in the office of the Secretary of State by the following against A. C. Greenwood in connection with the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County:

Coos Bay Iron Works $77.65
for materials and transportation charges.

G. W. Shelley $553.74
for materials and transportation charges.

Golders Auto Parts Company $215.23
for materials and transportation charges.

North Bend Packing Company $882.37
for materials and transportation charges.

This information is given you as you appear as surety on the bond furnished by A. C. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc A. C. Greenwood
500 North Front Street
Portland, Oregon

retary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 18, 1931

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by G. W. Shelley for materials and transportation charges furnished in the sum of $553.74 against the bond taken from A. C. Greenwood, principal, and Aetna Casualty & Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County.

We are enclosing herewith for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

RECEIVED
APR 21 1931
OREGON
STATE HIGHWAY COMMISSION

COPY

United States of America

STATE OF OREGON

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, G. W. Shelley, has a claim for material consisting of groceries, cook-house and other camp supplies, together with advance freight or transportation charges thereon, in the sum of five hundred fifty-three and 74/100 dollars against the bond given by A. C. Greenwood, of Portland, Oregon, and the Aetna Casualty & Surety Company, a corporation, of Hartford, Conn., as surety upon the contract for the work of clearing, grading and laying necessary tile work on the Tahkenitch-Gardiner Summit Section of the Coast or Roosevelt Highway in the State of Oregon, in Douglas County, which said material was furnished in the performance of said work.

Dated at Marshfield, Oregon, this 12 day of March, 1931.

G. W. SHELLEY

Endorsed: File No. 930
Filed April 18, 1931
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. W. Shelley for materials and transportation charges furnished in the sum of $553.74 against the bond taken from A. C. Greenwood, principal, and the Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon,

this [illegible] day of

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by G. W. Shelley for materials and transportation charges furnished in the sum of $553.74 against the bond taken from A. C. Greenwood, principal, and the Aetna Casualty and Surety Company, surety, for work on the Tahkenitch-Gardiner Summit Section of the Roosevelt Highway in Douglas County, with the original notice of claim filed in the office of the Secretary of State on April 18, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 20th day of April, A. D. 1931.

Hal E Hoss
Secretary of State

#1168
10P0

PR 140B

April 1, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a statement of claim from Golder's Auto Parts Company of North Bend against Bilderback & Sons, subcontractors under J. J. Dunn, who in turn is a subcontractor under A. C. Greenwood to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Greenwood in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

cc A. C. Greenwood
500 North Front Street
Portland, Oregon

April 1, 1931

Golder's Auto Parts Co.
North Bend, Oregon

Gentlemen:

Receipt is acknowledged of your letter of the 30th ultimo advising us of your claim in the sum of $215.85 against Bilderback & Sons, subcontractors under John J. Dunn, who in turn is a subcontractor under A. C. Greenwood to whom the State Highway Commission awarded the contract for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

We note that you have already taken this matter up with the Union Indemnity Company. This company is surety on the bond furnished by J. J. Dunn to A. C. Greenwood and since we hold the original contractor responsible for claims incurred against the project we would suggest that you take the matter up with the Aetna Casualty & Surety Company, which company is the surety on the bond furnished by Mr. Greenwood to the State. The local agent of this company is Bates, Lively & Pearson, Yeon Building, Portland, Oregon. We would also suggest that you take the matter up with Mr. Greenwood whose address is 500 North Front Street, Portland, Oregon. If you get no satisfaction by following this course then we believe that the next thing for you to do would be to file action in the courts and also file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1920, a mimeographed copy of which we inclose.

In conformance with our usual practice in matters of this kind we are today forwarding copies of your statement to Mr. Greenwood and to the bonding company.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HSG:W

CO[illegible] AUTO PARTS Co.
NORTH BEND, OREGON

ANSWERED
H. B.

March 30-1931

To The State Highway Commission
of The State of Oregon-

RECEIVED
APR 1 1931
OREGON
STATE HIGHWAY [illegible]

Gentlemen:

Subject - A Bill owed by - Bilderback + Sons, who worked the Gardner Summitt - Lake Takkenitch section of the coast highway subcontracting under A. C. Green, who in turn was subcontracting under J. J. Dan.

The Bill is for welding gas and supplies actually used on the Job. I took the equipment back and allowed nearly new price in credit, leaving \$215.23 for the welding gas and supplies still due. I took this up with their Bondsmen - The Union Indemnity Co. and filed three copies of the bill as instructed, but being unable to get a reply as to their reaction, I am appealing to your good body for instructions what to do. I have been told, you have a hold out fund to take care of such bills.

If it is possible for you to tell me what is the right and proper way to proceed to get what is coming to me, I will greatly appreciate it.

GOLDER'S AUTO PARTS CO.
NORTH BEND, OREGON

Inclosed find three lists of the bill that you may see what it is for. Hoping to hear from you soon I remain.

Respectfully Yours
Golder's Auto Parts Co.
Carl G. Golder

1168

1408

ISHED 1921

North Bend, Oregon, 2

Sold to W. A. Bilderback + Sons.

Golder's Auto Parts Co.

Day or Night **Wholesale and Retail** **Phone 231**

MONTH	DATE 1930	CHARGE INVOICE NO.	CREDIT INVOICE NO.	LIST PRICE	COST PRICE	CREDIT COLUMN
June	1	29137				
		1-pkg. pump packing		2 50	2 00	
		1-#145 carborundum stone			45	
	23	29509				
		10#-3/16 manganese welding rod @		45¢	4 50	
		10#-1/4 " " "		41¢	4 10	
		15#-3/16 G.I. welding rod @		13¢	1 95	
		15#-1/4 " " "		13¢	1 95	
		1-can #1 Flux			50	
		1-can #2 "			1 50	
	23	29511				
		4# asbestos packing material		5 00	3 75	
		6-flashlight batteries			60	
		25#-3/16 G.I. welding rod @		13¢	3 25	
		15#-1/4 " "		13¢	1 95	
	20	0154				
		Welding Outfit			120 80	
July	2	0056				
		5# spool acid core solder			5 00	
		1-Bendix spring			2 00	
		1-Repair head sleeve			30	
	7	0155				
		12-3/8 x 1 1/2 U.S.S. capscrews			85	
		4-12" files			1 80	

1168

1408

ABLISHED 1921

North Bend, Oregon, 192

Sold to V. A. Bilderback & Sons

Golder's Auto Parts Co.

Day or Night **Wholesale and Retail** **Phone 231**

MONTH	DATE 1930	CHARGE INVOICE NO.	CREDIT INVOICE NO.	LIST PRICE	COST PRICE	CREDIT COLUMN
July	9	0176				
		6- 3/8 x 1½ SAE Bolts-nuts-washers			50	
		2- 5/16 x 1 USS " "		"	15	
		2- platinum files			30	
		2- large rolls of tape		80	65	
	15	0294				
		1- large tube formagasket			1 00	
		2- cans valve grinding compound		1 70	1 30	
		20- spark plugs - special net			6 00	
	31	0675				
		1- 3168 Norma Bearing			3 00	
		free up pin on Tractor piston			1 00	
Aug	11	0903				
		2- 3168 Norma Bearings			6 00	
		prepaid express to Kroll			36	
	14	0952				
		1- Heavy Duty ratchet connection			1 05	
		4 springs for Alemite head			20	
	16	1328				
		48 ft of ¼" copper tubing			4 80	
		6 ft - Prest-O-Lite Tubing			54	
		4- Prest-O-Lite Tanks Outright			26 00	
		3- Prest O Lite Lamps & Brackets			26 25	
		3- Burners			75	
		2- Brass T's			20	
		3- Unions			90	

1168

1400

LISHED 1931 North Bend, Oregon, 2

Sold to V. A. Bilderback & Sons

Golder's Auto Parts Co.

Day or Night Wholesale and Retail Phone 231

Month 1930	Date	Charge Invoice No.	Credit Invoice No.	List Price	Cost Price	Credit Column
Aug	16	1330				
		Part of prepaid expresses & freight on parts - Toshale to Kroll Ore			1 50	
	16	1023				
		6-3/8x1¼ USS capscrews			40	
	26	1259				
		2½# - asbestos packing material		313	2 35	
		24-3/8x1¼ U.S.S. capscrews				
		6-7/16x1¼ " "		260	1 95	
		12-5/8 SAE Hex nuts				
		8 oz - tube formagasket		100	75	
		2# - graphited asbestos		250	1 88	
Sept	7	1544				
		2 - Prest O Lite Exchange			6 30	
		Prepaid Express to Kroll			85	
Oct	3	1962				
		2 - Prest O Lite Exchange			6 30	
		2 - tubes seal-tite			2 00	
		Prepaid express to Kroll			89	
	9	2083				
		Oxygen 220 cuft			5 42	
		Oxygen 220 cuft			5 42	
		Acetylene 300 cuft			16 05	
		10 - flash light bulbs			90	
		10 - flash light batteries		120	90	
		Job lot spark plugs			10 00	
		2 Prest-O Lite exchange			6 20	
		Prepaid freight			1 65	

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North Bend, Oregon, 2

Sold to V.A. Bilderback & Sons

Golder's Auto Parts Co.

Day or Night Wholesale and Retail Phone 231

MONTH	DATE 1930	CHARGE INVOICE NO.	CREDIT INVOICE NO.	LIST PRICE	COST PRICE	CREDIT COLUMN
Oct	30	2493				
		2-Prest-O-Lite exchange			6 20	
		prepaid express			81	
	31	2517				
		3-Formagasket		3 00	2 25	
		cotter pins net			75	
		36-flash light cells		3 60	2 52	
		2-rolls tape		80	50	
Nov	3	2561				
		2-Prest-O-Lite Exchange			6 20	
		13½# -manganese Rod		39¢	5 26	
		1-Can Flux			1 50	
		prepaid express			89	
	5	2581				
		¼x2 stove bolts nuts & washers			10	
		2-flash light globes 25¢		25%		
		12-1110 Light globes 3.24			2 62	
	26	2600				
		Express on 4 Prest-O-Lite Tanks from Kroll Arc			1 58	
	14	2828				
		Oxygen 220 cuft			5 43	
		Oxygen 220 cuft			5 43	
		Acetylene 300 cuft			16 11	
		prepaid freight			1 45	
	31	3186 — Rental on Gas cylinders			2 25	
		forward			371 76	

1168

ISHED 1931

North Bend, Oregon,____________192__

Sold to V. A Bilderback + Sons

Golder's Auto Parts Co.

Day or Night **Wholesale and Retail** **Phone 231**

MONTH	DATE	CHARGE INVOICE NO.	CREDIT INVOICE NO.	LIST PRICE	COST PRICE	CREDIT COLUMN
1930						
		forward			371 76	
10	8		By Cash			56 53
			By Mdse Returned			100 00
					371 76	156 53
					156 53	
			Balance		215 23	

#1168

PP 140B

March 31, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of March 27th inwhich you inclose three copies of the notice of claim filed in your office by Day, Hampson and Nelson, Attorneys at Law, Portland, Oregon, for their client, the Standard Oil Company of California. This claim is against A. G. Greenwood and is for the furnishing of materials in connection with the contract awarded to Mr. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

March 31, 1931

Aetna Casualty and Surety Company
Bates, Lively & Pearson Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by Day, Hampson and Nelson, Attorneys at Law, in behalf of their client the Standard Oil Company of California. The claim is in the sum of $5,281.77 and is for materials furnished Mr. Greenwood in connection with the contract awarded to him for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

We are giving you this information since you appear as surety on the bond furnished by Mr. A. C. Greenwood in connection with the above mentioned contract.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

FW
Inc.

cc A. C. Greenwood
500 N. Front Street
Portland, Oregon

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 27, 1931

State Highway Commission
State Office Building

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received from Dey, Hampson and Nelson, Attorneys at Law, Portland, Oregon, and filed as of this date a notice of claim by the Standard Oil Company of California for materials furnished in the sum of $3,281.77 against the bond taken from A. C. Greenwood, principal, and the Aetna Casualty and Surety Company, surety, for the work of grading the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon.

We are enclosing herewith for your information and files a copy of this notice together with two additional copies, one of which may be for arded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

HM
enc.

NOTICE

To the State of Oregon and to Hal E. Hoss, Secretary of State:

Notice is hereby given that the undersigned, Standard Oil Company of California, a corporation, has a claim for goods, wares and merchandise, consisting of petroleum products, in the sum of Three Thousand Two Hundred Eighty-one and 77/100 ($3,281.77) Dollars against the bond taken from A. C. Greenwood, principal, and the Aetna Casualty & Surety Co., surety, for the work of grading 3.17 miles of highway road bed on the Tahkenitch-Gardiner Summit section of the Roosevelt Coast Highway, in Douglas County, Oregon.

Dated at Medford, Oregon, March 25, 1931.

STANDARD OIL COMPANY OF CALIFORNIA
By E. W. BOLTON
District Sales Manager.

File March 27, 1931
dorsed: File No. 813
HAL E. HOSS
Secretary of State

FORM 2-2-1 P-20049 500 1-31

Commissioners
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

P.R 140B
ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

Bilderback

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

NOTED
State Highway Engineer

March 24, 1931

Mr. E. M. Booth
Resident Engineer
State Highway Dep't.
Gardiner, Oregon

Dear Sir:

Mr. C. L. Gruts, of Portland, who furnished culvert pipe for Bilderback is suing for his claim and has asked that you act as a witness for him. He expects the trial will be about April 6.

Should Mr. Gruts 'phone you, please arrange to go and act as his witness. He will pay all your expenses direct. Probably you can arrange your work to be absent one day, or at the most two on this case, without injury to the work.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF
cc R.A.Klein ✓
cc C.L.Gruts

#1168
11PO

PR 140B

March 18, 1931

W. U. Douglas
Attorney at Law
Hall Building
Marshfield, Oregon

Dear Sir:

In response to your letter of the 16th instant we hand to you herewith a certified copy of the contract awarded to A. C. Greenwood for the grading of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, state highway contract #1168.

We also wish to acknowledge receipt of the affidavit of claim of G. N. Shelley for materials furnished in connection with this project, which claim is in the sum of $558.74.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W
Inc.

#1162

March 18, 1931

Aetna Casualty & Surety Co.
Bates Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received notice from W. U. Douglas, Attorney of Marshfield, Oregon to the effect that his client G. W. Shelley has a claim against Bilderback & Sons, subcontractors under J. J. Dunn, who in turn is a subcontractor under A. C. Greenwood to whom the State Highway Commission awarded the contract for the construction of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County. This claim is in the sum of $555.74 and is for groceries, cookhouse and other camp supplies.

We give you this information as you appear as surety on the bond furnished by Mr. Greenwood in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc A. C. Greenwood
500 N. Front Street
Portland, Oregon

LAW OFFICE OF
W. U. DOUGLAS
ROOM 218
HALL BUILDING
MARSHFIELD, OREGON

W. U. DOUGLAS
D. E. DOUGLAS

March 16th,1931

Engineer, State Highway Commission,
Salem,Oregon.

Dear Sir:

Enclosed I hand you herewith affidavit of G. W. Shelley, who has a claim for material supplied in the construction of the Gardiner-Tachenich section of the Coast or Roosevelt Highway, which incorporates an application for a copy of the contract of A. C. Greenwood, and a copy of the bond given by him for this work.

Thanking you in advance, I am

Yours very truly,

W. U. DOUGLAS

D/S

ANSWERED
H. B. G.

STATE OF OREGON)
COUNTY OF COOS) SS

I, G. W. SHELLEY, being first duly sworn, depose and say:

That I am engaged in the grocery business at Marshfield, Oregon; that during the months of October, November and December, 1930, I furnished to V. W. BILDERBACK & SONS at their road camp on the Gardiner-Tachenich Section of the Coast or Roosevelt Highway in the State of Oregon material which was uned in the construction of said road at said time by said parties who were sub-conractors thereon under the contract entered into between the State Highway Commission of the State of Oregon, and A. C. Greenwood, of Portland, Oregon, which said material consisted of groceries, cook-house and other camp supplies, with advance or freight or transportation charges prepaid thereon, in the sum of five hundred fifty-three and 74/100ths dollars ($553.74). That each and all of said material so furnished were used thereon in the manner following to-wit:

That said section of said highway is in an un[illegible]abited country covered with timber, and no accommodations [illegible] be had for the men employed in working upon said road, [illegible]at the said contractors established a camp with cook-house [illegible]r accommodations thereat, and said material was consumed [illegible]n working upon said road, and without establishing said [illegible] furnishing said supplies, said contractors would have [illegible]ble to keep said men employed thereon.

That said amount has not been paid or any portion thereof, and the same is now due and owing therefor, and is secured by the bond given by the contractor A. C. Greenwood to the State of Oregon for the payment thereof.

That affiant requests that a copy of the contract so made to and with the said A. C. Greenwood, and a copy of the bond securing the performance of said work and the payment of said claims be transmitted to this affiant.

G. W. Shelley

Subscribed and sworn to before me this 16 day of Mar, 1931.

W. U. Douglas
Notary Public for Oregon
My Commission expires
Jan 5 - 1935

#1168

PR 1406

March 16, 1931

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received a notice of the claim of the Standard Oil Company of California against Bilderback & Sons, subcontractors under John J. Dann, who in turn is a subcontractor under A. C. Greenwood, who was awarded the contract for the construction of the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, contract #1168.

This claim is in the sum of $2,281.77 and is for petroleum products furnished Bilderback & Sons in connection with the above mentioned work. We give you this information since you appear as surety on the bond furnished by Mr. Greenwood in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:W

cc A. C. Greenwood
500 N. Front Street
Portland, Oregon

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

March 10, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We acknowledge receipt of your letter of March 3rd sending us a certified copy of the contract awarded to A. C. Greenwood, State Contract #1161.

We wish to thank you for sending us this contract and we are enclosing herewith the affidavit of the credit man for the Standard Oil Company of California.

Very truly yours,

Dey, Hampson, Nel.

17/24

Encl.

RECEIVED
MAR 12 1931

STATE OF OREGON, :
(SS
COUNTY OF JACKSON, :

I, H. J. McMAHON, being first duly sworn, say:

That I am Credit Man for the Standard Oil Company of California at Medford, Oregon, and that I have personal knowledge of the facts hereinafter set forth.

That the Standard Oil Company of California, at the special instance and request of Bilderback & Sons furnished to the said Bilderback & Sons goods, wares and merchandise to the agreed value of Three thousand two hundred eighty one and 77/100 Dollars ($3,281.77), which goods, wares and merchandise were used by Bilderback & Sons for the prosecution of the work of grading 3.17 miles of highway roadbed on the Tahkenitch-Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County, Oregon, Contract #1168, and that the Aetna Casualty & Surety Company was the surety on the bond given by A. C. Greenwood, the principal contractor, for the faithful performance of said work, as provided by law.

I further say that Bilderback & Sons were subcontractors under J. J. Dann & Company, which was a subcontractor under A. C. Greenwood, and that no part of the claim of the Standard Oil Company of California has been paid.

I make this affidavit for the purpose of securing a certified copy of said contract and bond, as provided by law.

H J McMahon

Subscribed and sworn to before me this 9th day of March, 1931.

A A Just
Notary Public for Oregon
My commission expires Jan 15, 1935

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract # 1115 Ends with: Contract # 1168

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 9 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 10 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

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I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden